TO PERMANENTLY LOCK AND SEAL

REMOVE TEMPORARY HOOKED HINGE ROD AND INSERT STRAIGHT PERMANENT LOCKING ROD (FOUND IN ENVELOPE). SCREW SEALING SCREW INTO THREADED END OF HINGE TO GROOVE AND BREAK IT OFF.


McM

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Section 47. CLINGING TO MOVING VEHICLES.

It shall be unlawful for any person traveling upon any bicycle, motorcycle, coaster, sled, roller skates, orany toy vehicle to cling to or attach himself or his vehicle to any other moving vehicle or street car upon any roadway.

Section 47½. USE OF SIRENS OR BICYCLES, COASTERS, SLEDS, OR ANY TOY VEHICLE.

It shall be unlawful for any person traveling on any bicycles, coasters, sleds, or any toy vehicle to have thereto attached any siren.

Section 48. RIDING ON HANDLE BARS PROHIBITED.

It shall be unlawful for the operator of any bicycle or motorcycle, when upon the street, to carry any other person upon the handle bar; frame or tank of any such vehicle, or for any person to so ride upon any such vehicle.

Section 49. USE OF COASTERS, ROLLER SKATES, AND SIMILAR DEVICES RESTRICTED.

It shall be unlawful for any person upon roller skates, or riding in/or by means of any coaster, toy vehicle, or similar device, to go upon any roadway except while crossing a street on a crosswalk.

Section 50. MOTOR VEHICLES LEFT UNATTENDED, BRAKES TO BE SET AND ENGINE STOPPED.

N No person having control or charge of a motor vehicle shall allow such vehicle to stand on any street unattended without first setting the brakes thereon and stopping the motor of said vehicle, and, when standing upon a perceptible grade, without turning the wheels of such vehicle to the curb or the side of the street or highway.

Section 51. TURNING INTO ALLEY FROM CALHOUN STREET PROHIBITED.

It shall be unlawful for any driver or operator of a truck or bus to drive into any alley from Calhoun Street between the south side of Columbia Street and the north side of Lewis Street.

Section 52. PARKING OF MORE THAN THREE VEHICLES IN ADJACENT BLOCKS PROHIBITED.

, It shall be unlawful for any person, firm or corporation to stop or park or allow or permit more than three vehicles owned by such person, firm or corporation to be stopped or parked within the limits of any two adjacent blocks upon any street in the City of Fort Wayne for a longer period than two hours out of any three consecutive hours.

Section 52½. LEFT TURNS PROHIBITED.

It shall be unlawful for any operator of a vehicle to make a left turn at the intersection of Calhoun Street with Main, Berry, Wayne, Washington and Jefferson Streets, inclusive.

Section 53. ORDINANCES IN CONFLICT REPEALED.

The following Ordinances are hereby repealed: General Ordinances No. 1148; 1150; 1170;1171; 1228; 1229; 1230; 1256; 1268; 1318; 1319; 1320; 1323; 1410; 1431; 1442; 1456; 1491; 1495; and 1498, and all other ordinances in conflict herewith.

Section 54. EFFECT OF ORDINANCE.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares

that it would have passed this Ordinance and each section, ubsection, sentence, clause and phrase thereof, even if it had known that any one or more sections, subsections, sentences, clauses or phrases would be declared unconstitutional/

Section 55. PENALTY.

Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction be fined in any sum not to exceed Three Hundred ($300.00) Dollars.

Section 56. That this Ordinance shall be in full force and take effect from and after its passage and approval by the Mayor.

CHARLES F. LENZ

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23 day of September, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1555

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 26 day of Sept., 1930.

LEONARD E. PRANGER
City clerk

Approved this 27th day of September, 1930.

LEONARD E. PRANGER
City Clerk

GENERAL ORDINANCE NO. 1556

An Ordinance to amend Sub-section 9, Section 261 of General Ordinance No. 1328 Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Subdivision C, Sub-section 9, Section 261 of Ordinance 1328 be amended to read as follows:-

"The outer edne of any sign except over a marquise, shall not project more than seven (7) feet over the public highway or sidewalk form the building wall or property line, and if hung over any alley, the lower edge shall be at least eighteen (18) feet above the grade of such alley.

Section 2.

That a subdivision (d) be added to Sub-section 9, Section 261 of Ordinance 1328 to read as follows:-

"Electric signs over a Marquise shall not project more than within two (2) feet of the outer edge of such marquise."

That a subdivision (e) be added to Sub-section 9, Section 261 of Ordinance 1328 to read as follows:-

"Electric signs or other sign display on the front and sides of a marquise may be in full length of the front or side of a marquise, the heighth, however, shall not exceed three fourth (3/4) of the horizontal length of the space.

"Permit for such marquise signs shall be the same as for electric signs."

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

A. J. DEITSCHEL
(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 25 day of September, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1556

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of September, 1930.

LEONARD E. PRANGER
City Clerk

Approved this 27th day of September, 1930.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1557

An ordinance ratifying and approving a certain contract made by and between the City of Fort Wayne, Indiana, by and through it's Board of Public Works, designated as the City, and Hoad, Decker, Shoecraft and Drury, Engineers of Ann Arbor, Michigan, designated as the Engineers.

WHEREAS, the City of Fort Wayne, Indiana, by and through it's Board of Public Works, on the 14th day of October, 1930, entered into and executed a contract with Hoad, Decker, Shoecraft and Drury of Ann Arbor, Michigan, employing the engineers to furnish competent engineering services covering the plan and execution of a Water Filtration Project as recommended in the said Engineers report to the City bearing date of September, 1930, and the engaging of the services of said engineers for the planning and execution of the water supply improvements and augmenting and improving the water distribution system of the City of Fort Wayne, Indiana, which contract is in the words and figures as follows, to-wit:-

Contract for Engineering Services Between the City of Fort Wayne, Indiana, and Hoad, Decker, Shoecraft and Drury, Ann Arbor, Michigan

THIS MEMORANDUM OF AGREEMENT, made this 14th day of October, 1930, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and Hoad, Decker, Shoecraft and Drury, of Ann Arbor, Michigan, hereinafter referred to as the Engineers, Witnesseth:

That the said Engineers hereby agree to render to the said City suitable and competent engineering services covering the planning and execution of the St. Joseph River water supply project as recommended in the said Engineers' report to the said City bearing date of September, 1930, and that the said City hereby engages the services of the said Engineers for the planning and execution of the said water supply improvements and agrees to pay the said Engineers therefor, all as more fully set forth in the following ARTICLES OF AGREEMENT:

Article 1. Detailed Contract Drawings and Contract Documents.

Section1. The Engineers will advise and assist the City in dividing the entire work into such construction jobs as may appear to be to the best interest of the City, such jobs to be performed by the usual method of awarding contracts or, in the case of feeder mains and connection mains laid in city streets, by force account methods, if the City so determines. The Engineers, under direction of the Board of Public Works and with reasonable diligence, will also draw up detailed plans and contract documents for all construction work and for the furnishing and installation of all equipment that may be included in the project, following an orderly program therefor approved by the Board of Public Works. The detailed plans or contract drawings will include all necessary maps and plans, profiles, elevations, location and assembly drawings, and the structural details of all structures, and will include any and all alteration or redrawing of plans without extra charge in case the Board of Public Works should determine such to be necessary. These plans will be of such character as will be accepted and approved by the State Health Department, the State Board of Accounts, and the Department of Inspection thereof. The plans will be on such scales and of such character as to be suitable for awarding contracts for construction or equipment and for pro-

prosecuting the work thereunder. The contract documents will consist of the usual and customary formal advertisement. Instructions to Bidders, Form of Proposal, Contract, Bonds, and Technical Specifications, appropriate to each contract which is to be let. These documents and plans will be furnished in such quantity as may be required. The originals of all such maps, profiles, drawings and other plans shall become the property of the City.

The Engineers will make all topographical surveys and leveling surveys, and will make up all profiles and contour maps that may be required for any design or for the planning of any improvement; but they do not obligate themselves to make land surveys for the determination of land and right-of-way boundaries, believing that such land surveys should always be made by recognized local surveyors.

The Engineers will furnish all engineering required in connection with any borings, pits, soundings, or other sub-surface explorations, in both land and water, that may be necessary or expedient, and will record the results and make suitable use of them in the planning and awarding of contracts. Any such exploration of water or soil conditions will be carefully planned out in advance and submitted to the Board of Public Works for its approval.

Article 2. Supervision of Construction

Section 1. When any particular contract, for which contract drawings and contract documents have been prepared as above, is ready to be advertised for bids, the Engineers will assist in bringing this particular job to the favorable attention of competent and responsible contractors whose organization, construction ability and financial resources are suitable to the job in hand, will help in securing competition in bidding, and will aid in awarding the contract. During the construction period the Engineers will supervise the work done under any and all contracts, ordinarily through a competent Resident Engineer and his assistants, such Resident Engineer being constantly assisted and directed from the main office in Ann Arbor, to which he makes daily reports, but also through regular visits of members of the firm. The Engineers will supervise all acceptance tests of important machinery or equipment, whether conducted in the factory or in the finished plant at Fort Wayne, and will work up the results of such tests for the final record. The Engineers will make up and certify to the City all progress estimates that may be necessary under any such contract, and will make the final inspection and certify the final estimate according to which the contractor should finally be paid.

Section 2. As soon as the work of construction is finished, the Engineers will advise with the plant operators with respect to the proper management and operation of the new water plant, and will assist in getting the new plant tuned up and started into operation. They will also prepare and leave with the City, for the guidance of future plant operators, general instructions and suggestions concerning the management of the plant under varying conditions of operation.

Section 3. The Engineers will conform to the laws of the Indiana Industrial Board with respect to their employees.

Article 3. Obligations of City.

Section1. And the said City agrees to pay to the said Engineers, as full compensation for the preparation of detailed plans and specifications and the engineering supervision of construction as outlined in Articles 1 and 2 of this agreement, an amount equal to five per cent (5%) of the total cost of the project (exclusive of the cost of engineering itself, of lands and right-of-ways, and of publication and legal expenses), plus a flat charge of tow hundred fifty dollars ($250) per month for the time that a resident engineer is required on the work. Of this total, an amount equal to three per cent (3%) of the estimated cost of each program job for which plans and specifications have been drawn up will become due and payable upon the presentation and acceptance of such plans and specifications; but provided that of the sum of Two Thousnad Dollars ($2,000.00) already paid for the preliminary study and report the Engineers will credit back to the City as an advanced payment upon plans and specifications the sum of One Thousand Dollars ($1,000) The remaining two per cent (2%) will become due and payable from month to month during the construction period and in proportion to the degree of completion of the particular job; but provided that in the case of any force account job covering feeder mains or connecting mains laid in city streets and carried on by the organized staff of the Water Department for which, in the opinion of the Board of Public Works, no engineering supervision of construction is necessary, this two per cent payment will not be made.

Section 2. The City, with the advice and counsel of the Engineers, will arrange with some competent and reputable local surveyor for the making of necessary land surveys, and will make the resulting land maps available to the Engineers as a guide in the locating of structures and other improvements thereon. The City will pay the expense of such land surveys.

The City will also furnish labor and materials and transportation and equipment for such sub-surface explorations, in either soil or water, as may be necessary or expedient, provided request therefor has been made in advance by the Engineers and approved by the Board of Public Works.

In case it should become necessary to have laboratory tests of cement or other materials made in a commercial laboratory, over and beyond the facilities of the City materials testing laboratory and beyond any tests and inspections which the Engineers can make, the City will arrange for such commercial laboratory tests, with the advice and counsel of the Engineers, and will pay for the cost of the same; but provided always that request therefor has been made and approved by the Board of Public Works in advance .

Article 4. Services in Court not Included.

Section 1. The services engaged and provided for by this Agreement to not include or contemplate any appearances in court as expert, or court work of any kind.

IN WITNESS WHEREOF, the parties hereto have set their hands, in duplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

WITNESSES:

By John Trier

Jeannette Loos

David Erwin

C. A. Ramsey

HOAD, DECKER, SHOECRAFT AND DRURY

Genevieve C. Kress

By W. C. Hoad

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore entered into and made on the 14th day of October, 1930, by and between the City of Fort Wayne, Indiana, by and through it's Board of Public Works, and Hoad, Decker, Shoecraft and Drury, for the employment of the engineers to furnish competent engineering services covering the plan and execution of a Water Filtration project as recommended in the said Engineers' report to the City bearing date of September, 1930, and the engaging of the services of said engineers for the planning and execution of the water supply improvements and augmenting and improving the water distribution system of the City of Fort Wayne, Indiana, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after it's passage and approval by the Mayor.

EDWIN LINDENLERH

JACOB HARTMAN

CHARLES H. YOUNG

(Ayes, 15-Nays, one

We hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 17th day of October, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1557

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 21 day of Oct., 1930

LEONARD E. PRANGER
City Clerk

Approved this 21 day of October, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1558

An Ordinance authorizing and empowering the City Attorney of the City of Fort Wayne, Indiana, to employ assistant counsel in the defense of cases now pending against the City of Fort Wayne, Indiana, arising out of an epidemic of typhoid fever; and to assist in legal matters and proceeding affecting the separation of grades of the New York, Chicago and Saint Louis Railway Company in the City of Fort Wayne, Indiana, and other legal matters and proceedings.

SECTION 1. Be it ordained by the Comm on Council of the City of Fort Wayne, Indiana, that the City Attorney of the City of Fort Wayne be and is hereby authorized and empowered to employ assistant counsel in the defense of cases now pending against the City of Fort Wayne, Indiana, and arising out of an epidemic of typhoid fever; and to assist in legal matters and proceeding affecting the separation of grades of the New York, Chicago and Saint Louis Railway Company in the City of Fort Wayne, Indiana, and other legal matters and proceedings.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes, 14-Nays, none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of October, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1558

M. L. BURNS
President

J. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 31 day of October, 1930.

L. E. PRANGER
City Clerk

Approved this 1st day of November, 1930.

M. J. MOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1559

AN ORDINANCE CONSENTING TO THE IMPROVING OF BROOKLYN AVENUE BETWEEN THE BLUFFTON AND MILLER ROADS

WHEREAS, there is now on file with the Board of Commissioners of Allen County, Indiana, a petition asking for the improvement and pavement of Brooklyn Ave. between the Miller and Bluffton Roads, Wayne Township, Allen County, Indiana, and

WHEREAS, the East one-half ($\frac{1}{2}$) of said highway is in the City of Fort Wayne, Indiana, and

WHEREAS, the laws of the State of Indiana provide that the Common Council shall give its consent before the Board of Commissioners may proceed with said pavement, therefore,

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a necessity exists for the paving and improving of such part of Brooklyn Avenue lying between the Bluffton and Miller Roads, as lies within the city limits of the City of Fort Wayne, Indiana, it is therefore ordained that the Common Council does hereby consent and authorize the Board of Commissioners of Allen County, Indiana, to pave said highway under the provision of the Acts of 1905, page 521, and the amendments thereto, providing for the construction of township highways by taxation.

Section 2. That this ordinance takes effect on and after its passage and approval by the Mayor.

JACOB HARTLAN

(Ayes, 14-nays, none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of October, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1559

MICHAEL L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 31 day of October, 1930.

LEONARD E. PRANGER
City Clerk

Approved this 1 day of November, 1930

W. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

10

GENERAL ORDINANCE NO. 1560

An Ordinance authorizing the Board of Public Safety to sell certain personal property.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Safety be and is hereby authorized to sell and dispose of accumulated scrap copper and lead and hose used in connection with the Fire Department. The amount thereof to be sold is not to exceed the sum of One Hundred Dollars ($100.00) and in view of the amount not exceeding One Hundred Dollars ($100.00) that the same be sold without appraisement.

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY

(Ayes, 15-Nays, none)

We Hereby Certify , That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11 day of November, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1560

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 13 day of November, 1930.

L. E. Pranger
City Clerk

Approved this 16 day of November, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1561

An Ordinance ratifying and approving a certain contract and franchise made by and between the City of Fort Wayne, Indiana, by and through it's Board of Public Works, and the Indiana Service Corporation, for the construction, maintenance and operation of a standard double track street railway system on and along Pontiac Street from the East line of Queen Street eastwardly to the point of deflection of said street where the same adjoins the right-of-way of the Pennsylvania Railwood on the south; thence by suitable clearance curve to the right on Pontiac Street, widened as necessary to Wayne Trace; thence by suitable clearance curves to the left over and along Wayne Trace and through the Pennsylvania Railroad Subway to the north line of said Wayne Trace to private right-of-way owned by said Indiana Service Corporation, thence over and on said private right-of-way to Fenker Avenue, thence by suitable clearance curves to the left on and along Fenker Avenue widened as may be necessary to Raymond Street, thence by suitable clearance curves to the right on and along Raymond Street to Edsall Avenue where said tracks will terminate in the existing double tract street railway in said Raymond Street, for the improvement and betterment and safety of its service.

WHEREAS, the City of Fort Wayne, Indiana, by and through it's Board of Public Works, on the 13th day of October, 1930, entered into a certain contract and agreement with the Indiana Service Corporation of the City of Fort Wayne, Indiana, for the granting to said Indiana Service Corporation a certain franchise for the construction, maintenance and operation of a standard, double track street railway system on and along Pontiac Street from the East line of Queen Street eastwardly to the point of deflection of said street where the same adjoins the right-of-way of the Pennsylvania Railroad on the South; thence by suitable clearance curves to the right on Pontiac Street, widened as necessary to Wayne Trace; thence by suitable clearance curves to the left over and along Wayne Trace and through the Pennsylvania Railway Subway to the north line of said Wayne Trace to private right-of-way owned by said Indiana Service Corporation thence over and on said private right- of-way to Fenker Avenue, thence by suitable clearance curves to the left on and along Fenker Avenue widened as may be necessary to Raymond Avenue, thence by suitable clearance curves to the right on and along said Raymond Street to Edsal Avenue where said tracks will terminate in the existing double track street railway in said Raymond Street, which contract is in the words and figures as follows, to-wit:-

WHEREAS, the INDIANA SERVICE CORPORATION is now the owner of and operating a system of street railway in the city of Fort Wayne, Indiana, for the purpose of furnishing street car service to the inhabitants of said city, and is desirous of constructing, maintaining, operating and using additional street railway tracks, together with all appliances and appurtenances thereto, as a part of said system, and which additions and extensions to its systems are reasonably necessary in order to provide adequate service and facilities to its patrons and for the conduct of its business and for the public convenience, interest and safety, by the construction, maintenance and operation of a standard double track street railway system on and along the following streets in the city of Fort Wayne, Allen County, Indiana: Pontiac Street, Wayne Trace, Fenker Avenue and Raymond Street, more fully described as follows:

On and along Pontiac Street from the East line of Queen Street eastwardly to the point of deflection of said street where the same adjoins the right-of-way of the Pennsylvania Railroad on the south; thence by suitable clearance curve to the right on Pontiac Street, widened as necessary to Wayne Trace; thence by suitable clearance curves to the left over and along Wayne Trace and through the Pennsylvania Railway Subway to the north line of said Wayne Trace to private right-of-way owned by said Indiana Service Corporation thence over and on said private right-of-way to Fenker Avenue, thence by suitable clearance curves to the left on and along Fenker Avenue widened as may be necessary to Raymond Street, thence by suitable clearance curves to the right on and along Raymond Street to Edsall Avenue where said tracks will terminate in the existing double track street railway in said Raymond Street, for the improvement, betterment and safety of its service, as more specifically hereinafter set forth, and in accordance with the plans and specifications therefor, now filed with the Board of Public Works of said City.

NOW THEREFORE, this agreement made and entered into this 13th day of October, 1930, by and between the City of Fort Wayne, Indiana, hereinafter called the "City" by and through its Board of Public Works, and "Indiana Service Corporation," a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company" WITNESSETH

That for and in consideration of the several and mutual covenants herein contained, it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, in and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority, from and after the approval of this contract by the Common Council of said city by ordinance, to construct, maintain, use and operate a standard double track street railway system on and along the following streets in the city of Fort Wayne, Allen County, Indiana: Pontiac Street, Wayne Trace, Fenker Avenue and Raymond Street, more fully described as follows:

On and along Pontiac Street from the East line of Queen Street eastwardly to the point of deflection of said streets where the same adjoins the right-of-way of the Pennsylvania Railroad on the south; thence by suitable clearance curve to the right on Pontiac Street, widened as necessary to Wayne Trace; thence by suitable clearance curves to the left over and along Wayne Trace and through the Pennsylvania Railway Subway to the north line of said Wayne Trace to private right-of-way owned by said Indiana Service Corporation, thence over and on said private right-of-way to Fenker Avenue, thence by suitable clearance curves to the left on and along Fenker Avenue widened as may be necessary to Raymond Street, thence by suitable clearance curves to the right on and along Raymond Street to Edsall Avenue where said tracks will terminate in the existing double track street railway in said Raymond Street, together with all necessary poles, wires, feed wires, guy wires, guy stubs, anchors and other fixtures and appurtenances pertaining thereto.

The permission and authority hereby granted are upon the following terms and conditions, which terms and conditions the Company hereby expressly covenants and agrees, for itself, its successors and assigns, to fully carry out and perform.

(A) The work of constructing said double track street railway system and other fixtures and appliances, shall be done and performed in accordance with said specifications so filed with the Board of Public Works, and to the satisfaction of said Board.

(B) The construction of said tracks shall be carried on so that cross streets shall be open at all times for vehicular traffic.

(C) The Company, its successors and assigns, hereby expressly agrees to and shall forever indemnify and save harmless the said City against and from all damages, judgments, decrees, costs and expenses which the city may suffer or which may be recovered or obtained against it by reason of or growing out of or resulting in any way from the execution of this contract, the passage of the ordinance ratifying the same, or the constructing, maintaining or operating of the system of street railway herein provided for, or the exercise by the Company, its servants or agents, of the rights, privileges, limitations, conditions, agreements, stipulations or requirements herein contained, and agrees to pay said City any such damage which it may hereby or thereby suffer, and in any suit brought by the City for the recovery of any such damages, costs or expenses, it shall be entitled to recover in addition thereto reasonable attorney fees.

(D) The Company agrees to complete the construction of said system of street railway on or before .. . ., 19.. . All of said tracks and curves shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

(E) Said Company agrees to pave or cause to be paved the said portion of said streets between the outer rails of said tracks for a space of twelve (12) inches on the outside of said outer rails with vitrified paving brick on a concrete foundation, in all things under and in accordance with specifications to be approved by said Board of Public Works, and to the approval of and to be acceptable to said Board, in all cases where the remainder of said streets are now paved; and hereafter to maintain and repair said portion of said street pavement in the manner of and at such times as the said Board may require; and said Company further agrees to repave said portion of said streets when and as often as the remaining portions of said streets are paved by said City. Where streets covered by said railway are not now paved said Company will pave its said portion of said street pavement when the remainder of said street is paved by said City All such paving shall be done in all things under and in accordance with specifications, both as to materials and in the manner provided for by said Board; provided, however, that said Company shall not be required to pave, repave or maintain said portions of said street with any more expensive material than the remaining portions are or may be hereafter paved with

(F) Said Company shall keep said tracks in good condition at all times, so that vehicles can easily and freely at all times cross said tracks at all points in any direction without unreasonable interference or obstruction

(G) Until the happening of the contingency set forth in section H hereof, the said Company in its enjoyment of its rights hereunder shall in all things be governed and controlled by all the limitations, conditions agreements, stipulations and requirements of and have the same rights, privileges and duties as are contained in an ordinance of the city of Fort Wayne granting a franchise to the Fort Wayne Traction Company September 2, 1902, except as to rates to be charged for its service and except as to time of expiration of grant and as to the part of the system herein provided for the rate or rates for service shall at all times be the same as the rate or rates charged for service on the remaining portion of its system, generally, and the said agreements and stipulations and requirements of said contract and ordinance except as to rates and expiration of grant as above provided, shall be kept and performed by said corporation, its successors and assigns.

(H) If an act of the General Assembly of the State of Indiana, known as the Shively-Spencer Utility Commission Act passed at its session of 1913 and contained in the acts of the General Assembly of Indiana for the year 1913 on page 167, should be repealed or annulled either by such General Assembly or by any Court action, the Company in the enjoyment of its rights hereunder shall in all things be governed and controlled by all the conditions, agreements, stipulations, and requirements of, and have the same rights and privileges and duties as are contained in an ordinance passed by the City of Fort Wayne, September 2, 1902, except as to rates to be charged for its service and except as to time of expiration of grant. As to the part of the system herein provided for, the rate or rates for service shall at all times be the same as the rates charged for the service on the remaining portions of its system generally, and the said agreements, stipulations and requirements of said ordinance except as to rates and expiration of grant as above provided, shall be kept and performed by said corporation, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION,
By ROBERT FEUSTEL,
(Seal) President
Attest:
By FRED H. SCHMIDT,
Secretary.

BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE.
By JOHN C. TRIER,
DAVID ERWIN,
C A. RAMSEY,
Attest:
By SCOTT S SNYDER.
Secretary.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana that the contract heretofore entered into on the 13th day of October, 1930, by and between the City of Fort Wayne, Indiana, by and through it's Board of Public Works, and the Indiana Service Corporation of the City of Fort Wayne, Indiana, by which the City of Fort Wayne, Indiana, grants to said Indiana Service Corporation the franchise for the construction, maintenance and operation of a standard, double track street railway system on and along Pontiac Street from the East line of Queen Street eastwardly to the point of deflection on said street where the same adjoins the right-of-way of the Pennsylvania Railroad on the south; thence by suitable clearance curve to the right on Pontiac Street, widened as necessary to Wayne Trace; thence by suitable clearance curves to the left over and along Wayne Trace and through the Pennsylvania Railroad Company Subway to the north line of said Wayne Trace to private right-of-way owned by said Indiana Service Corporation, thence over and on said private right- of-way to Fenker Avenue, thence by suitable clearance curves to the left on and along said Fenker Avenue widened as may be necessary to Raymond Street, thence by suitable clearance curves to the right on and along said Raymond Street to Edsall Avenue where said tracks will termiante in the existing double tract street railway in said Raymond Street, and said Indiana Service Corporation agrees to construct, maintain and operate said railway on said streets, and which franchise, contract and agreement is fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2.

That this Ordinance shall be in full force and effect from and after it's passage and approval by the Mayor.

C. H. YOUNG
(Ayes, 15-Nays, 1)

We hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 18 day of November, 1930 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1561

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 20 day of November, 1930

L. E. PRANGER
City Clerk

Approved this 21 day of November, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1562

An Ordinance prohibiting any person, firm or corporation engaged in the selling and delivering of gasoline at retail to sell or deliver gasoline without the attendance and supervision of an attendant.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Ind. that every person, firm or corporation operating a gasoline filling station or engaged in the selling and delivering of gasoline at retail within the city limits of the City of Fort Wayne, Indiana, shall have a competent attendant to deliver gasoline to every customer. That such attendant shall personally attend and conduct such delivery.

Section 2.

That it shall be unlawful for any person, firm or corporation to install any equipment, pump or device for the purpose of suffering, allowing or permiting customers to serve themselves, and it shall be unlawful for any person, firm or corporation, operating a gasoline filling station or engaged in the selling and delivering of gasoline at retail within the City limits of the City of Fort Wayne, Indiana, or any agent, servant or operator thereof, to allow any customer to fill his own automobile tank from any pump, equipment or device owned and used by such retailer.

Section 3.

Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction be fined in any sum not exceeding Fifty ($50.00) Dollars.

Section 4.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

EDWIN C. LINDENBERG

(Ayes 13-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BYLAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 25 day of November, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1562

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 28 day of November, 1930

L. E. Pranger
City Clerk

Approved this 2 day of December, 1930.

Wm. J. Hosey
Mayor

GENERAL ORDINANCE NO. 1563

An Ordinance authorizing the Board Of Public Safety to sell two automobiles..

Section 1.

The board of public safety is hereby authorizedto sell one Nash coupe and on Peerless touring car that the city attorney is hereby directed to have appraisers appointed by the Allen Circuit Court as the value is more than one hundred dollars ($100)

Section 2.

This ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG

(Ayes, 13-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of November, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1563

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 28 day of November, 1930

L. E. PRANGER
City Clerk

Approved this 1 day of November, 1930

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1564

An Ordinance authorizing the Board of Public Works to acquire by purchase or to condemn certain real estate.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Ind. that the Board of Public Works be authorized to acquire by purchase or to condemn the following described real estate:-

All of lotsnumbered 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, (~~62, 63, 64, 65, 66, 67, 68, 69, 70~~) 107, 108, 109, and all of track A not now owned by the City of Fort Wayne, Indiana, all of which lies in Baltes and Romey's Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof; also the south three (3) feet of Lot Numbered 3 Romy and Martin Sub-Division of the City of Fort Wayne, Indiana, according to the recorded plat thereof.

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBURG
(Ayws 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1564

H. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 12 day of December, 1930

L. E. PRANGER
City Clerk

Approved this 15 day of December, 1930.

WM. J. HOSEY
Mayor

GENERAL ORDIANANCE NO. 1565

An Ordinance authorizing the City Engineer to enploy an additional assistant.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the City Engineer be and hereby is authorized to employ an additional assistant, and that such assistant shall be paid a sum not to exceed the sum of $100.00 per month.

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMCE
(Ayes, 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE.NO. 1565

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 12 day of December, 1930.

L. E. PRANGER
City Clerk

Approved this 15 day of December, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1566

An Ordinance authorizing the Board of Public Safety to sell or dispose of one Ford car and one Henderson motorcycle.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Ind., that the Board of Public Safety be and is hereby authorized to sell or dispose of one Ford car and one Henderson motorcycle. That as the value of same is likely to be more than $100.00, that the same be appraised and that the City Attorney be authorized to have the Allen Circuit Court of Allen County, Indiana, appoint two appraisers to appraise same.

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG
(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1566

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 12 day of December, 1930.

L. E. PRANGER
City Clerk

Approved this 15 day of December, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1567

An Ordinance establishing and fixing certain salaries of the employees of the Board of Public Works.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the following employees of the Board of Public Works shall receive the following salaries beginning January 1, 1931; Bookkeeper, $125.00 per month; Stenographer, $100.00 per month; Record Clerk, $100.00 per month; Clerk, $100.00 per month; Record Clerk, $100.00 per month .

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES LENZ
(Ayes, 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular,meeting, held on the 9 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1567

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 12 day of December, 1930.

L. E. PRANGER
City Clerk

Approved this 20 day of December, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1568

An Ordinance to allow Herman E. Rombke the sum of $116.00 for damages sustained by an injury causedby his stepping in a hole in the street, and to allow the claim of Claude G. Corts in the sum of $1500.00 that being the City's share for the settlement, compromise and payment of said claim existing against the City of Fort Wayne and the Pennsylvania Railroad Company on account of loss of time and sickness of said Claude G. Corts, per anent disability, hospital bills, services of physicians and all other incidental claims and damages the said parties may have against the City of Fort Wayne and the Pennsylvania Railroad Company from an illness of typhoid fever in the year 1923.That

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, that there be and hereby is allowed to Herman E. Rombke the sum of $116.00 for injury sustained and time lost from the injury caused by his stepping in a hole between the curb and the sidewalk on the southeast corner of Nettie and Pleasant Avenues, which hole had been there approximately one month. Said injury having incapacitated Herman E. Rombke for aperiod of over two weeks, and that the claim of Claude G. Corts in the sum of $1500.00 against the City of Fort Wayne, be allowed, being one half of the claim of said Claude G. Corts against the City of Fort Wayne, Indiana, and the Pennsylvania Railroad Company on account of loss of time and sickness of said Claude G.Corts, permanent disability, hospital bills, services of physicians and all other incidental claims and damages the said parties may have against the City of Fort Wayne and the Pennsylvania Railroad Company from an illness of typhiod fever in the year of 1923. That the same be paid out of Item 33 a, claims against the City of Fory Wayne, Indiana

Section 2.

That this Ordinance shall be in full force from and after its passage and approval by the Mayor.

FRANK A. WYSS
(Ayes, 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1568

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 12 day of December, 1930.

L. E. PRANGER
City Clerk

Approved this 19 day of December, 1930.

WM. J. HOSEY, MAYOR

GENERAL ORDINANCE NO. 1569

An Ordinance approving and ratifying a certain contract made by and between the City of Fort Wayne and the Pennsylvania Railroad Company.

WHEREAS on the 25th day of November, 1930, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement and franchise with the Pennsylvania Railroad Company by the terms of which the City of Fort Wayne grants permission and authority to the Pennsylvania Railroad Company to construct, maintain and operate a single track railroad across Winter Street at a point approximately 300 feet south of the center line of the east bound main track of the Wabash Railroad Company, which contract is in the words and figures as follows, to wit:-

THIS AGREEMENT, made and entered into this day of 1930 by and between CITY OF FORT WAYNE, INDIANA, by and through its Board of Public Works, party of the first part and PENNSYLVANIA RAILROAD COMPANY, party of the second part, WITNESSETH: That

WHEREAS, the General Electric Company owning and operating a manufacturing plant along the south side of the right of way of the Wabash Railway Company from Winter Street to Anthony Boulevard and along the east side of Winter Street from the Wabash railway to the right of way of the Findlay, Fort Wayne and Western Railroad now the property of the party of the second part and hereinafter designated the Findlay track, and which track now extends across said Winter Street, is in need of a side track leading from the said Findlay track railway of the party of the second part to said manufacturing plant in order to facilitate shipping to and from said plant, and

WHEREAS In order to connect said side track to said Findlay track it is necessary to extend the same across Winter Street, and

WHEREAS, The party of the second part is willing to construct said sidetrack for the benefit of said General Electric Company

NOW THEREFORE, In consideration of the covenants and agreements to be performed and complied with by the party of the second part as hereinafter provided, consent, permission and authority are hereby granted and given by the party of the first part to the party of the second part to construct, maintain and operate or cause to be operated a single track railroad across said Winter Street at a point approximately three hundred (300) feet south of the center line of the east bound main track of the Wabash Railroad Company, said single track to be connected to the said Findlay track of the party of the second part west of the west property line of said Winter Street and to be constructed and located in accordance with drawing dated September 12, 1930, hereto attached and made a part hereof The line and route of said single track is shown by the yellow line in said drawing.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1 The party of the second part, if it desires to avail itself of the benefits of the consent, permission and authority herein granted, shall cause the complete construction of said track within one year from the date hereof, and in the event that it so avails itself of such grant, permission and authority, then it shall cause the complete construction of said track across said Winter Street within sixty days from the time it commences work thereon and within the period of one year as above stated

2. Said track shall be so constructed and maintained as to at all times conform as nearly as practicable with the established grade of said Winter Street as such grade shall from time to time exist, and in such a manner as to not unnecessarily interfere with the proper use thereof for all purposes by the public; that said track and the rails thereof shall conform as nearly as practicable with the grade of said street as now established or to be hereafter established by said City

3. The said party of the second part shall keep said crossing in good condition and repair.

4. The said party of the second part shall not load or unload any cars while standing upon said street crossing.

5 The party of the second part further agrees to bind itself to keep and hold said City free and harmless from any and all damages that may accrue to any person or persons or property on account of any injury to their person or property, arising out of the construction, maintenance and operation of said track or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said party of the second part upon notice by said City shall defend said action at its own expense and in the event that judgment is rendered in said action against said City, the said second party shall pay such judgment with all costs and hold the City harmless therefrom

6 It is further agreed that if said second party fails to comply with and perform any of the provisions of this contract, the consent, permission and authority herein granted shall at once terminate and said second party shall forfeit all rights hereunder and shall cause the removal, at its expense, of the track that may be laid hereunder and place said street in as good and safe condition for travel and of the same material as the remainder thereof are

7. This agreement shall be binding upon the successors and assigns of the parties hereto

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the day and year first above written.

THE CITY OF FORT WAYNE, INDIANA
By JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
It's Board of Public Works.

PENNSYLVANIA RAILROAD COMPANY
By JOS G. SHEAFFER,
Superintendent.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Ind. that a certain contract made and entered into on the 25th day of November, 1930 by and between the City of Fort Wayne, Indiana, and the Pennsylvania Railroad Company, by the terms of which the City of Fort Wayne, grants permission and authority to the Pennsylvania Railroad Company to construct, maintain and operate a single track(of the) railroad across Winter Street at a point approximately 300 feet south of the center line of the east bound main track of the Wabash Railroad, which contract is more particularly described in the preamble hereto. That the same be and is hereby ratified and approved.

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

M. L. BURNS
(Ayes, 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1569

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 12 day of December, 1930

L. E. PRANGER
City Clerk

Approved this 15 day of December, 1930.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1570

An Ordinance establishing and fixing certain salaries of the employees of the Board of Public Safety.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Ind. that the following employees of the Board of Public Safety shall receive the following salaries beginning January 1, 1931; Weign Master, $100.00 per month;

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor

EDWIN C. LINDENBERG
(Ayes, 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1670

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 29 day of December, 1930

L. E. PRANGER
City Clerk

Approved this 2 day of January, 1931

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1571

An Ordinance authorizing the borrowing of Two Million Five Hundred Thousand ($2,500,000.00) Dollars, or somuch thereof as may be necessary, and the issue and sale of bonds therefor for the purpose of providing funds for the payment of the necessary expense in connection with the improvement of the Fort Wayne Water Works, owned and operated by the City of Fort Wayne, Indiana, and appropriating the funds derived therefrom for the purpose of such improvement.

Section 1.

Be it ordained b the Common Council of the City of Fort Wayne, Indiana, that the Cit y of Fort Wayne be and hereby is authorized to borrow Two Million Five Hundred Thousand ($2,500,000.00) Dollars and issue and sell bonds of said City for the purpose of providing funds for the improvement of the Fort Wayne Water Works, owned and operated by the City of Fort Wayne, Indiana.

Section 2.

That in order to procure said loan of money, the bonds of said City of Fort Wayne be issued from time to time in such amounts as in the discretion of the Controller of said city shall be found necessary for the purpose herein provided, and in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue in denomination of One Thousand ($1,000.00) Dollars, with interest thereon at the rate of not to exceed four and one quarter (4¼) per cent per annum, payable semi-annually, and evidenced by a coupon for such interest for each six months, and said interest coupons shall bear the lithographed facsimile signature of the Mayor and Controller of the City of Fort Wayne, Indiana, which shall for all purposes be taken and deemed to be equivalent to a mutual signing thereof. Said bonds shall be signed by the Mayor and Controller of said city and the seal of said city attached thereto, and to be designated as series _____, and numbered consecutively, beginning with No. 1, and to be known as the Fort Wayne Water Works improvement bonds. Each of said bonds shall be issued for a period not to exceed 25 years and each allotment so issued shall be in series T so that at least one twenty fifth (1/25) in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. First allotment to be retired two years after issued. The bonds shall not be registered in the name of the purchaser or any subsequent purchaser thereof, but the City controller at the time of issuing said bonds shall register the same in a book kept for that purpose giving the number thereof, the date of the issue and the date of maturities, rate of interest, and time and place where the same shall be payable.

Section 3.

Said bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as tomake a complete bond before the issuance thereof:

UNITED STATES OF AMERICA
ALLEN COUNTY, INDIANA
CITY OF FORT WAYNE WATER WORKS
IMPROVEMENT BONDS.

Issue No._____

Series No._____

For value received, the City of Fort Wayne, Allen County, Indiana, hereby promises to pay to the bearer hereof_____ Dollars in lawful money of the United States of America on the ___day of _____, 19__, with interest thereon at the rate of _____per cent per annum, payable on the ___day of _____, 19___ and thereafter semi-annually on the ___day of June and December in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at _____ Bank of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana.

This bond is one of a total issue of _____bonds of _____ dollars ($.....) each, numbered from One (to and) _____both inclusive, issued in pursuance to an Ordinance duly and legally adopted by the Common Council of the City of Fort Wayne, on the ____day of _____, 19___, authorizing the issue and sale of said bonds, and in strict conformity with and in exercise of the powers granted to said City of Fort Wayne under an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts amendatory thereof and supplemental thereto for the purpose of providing funds for the improvement of the Fort Wayne Water Works, owned and operated by the City of Fort Wayne, Indiana.

It is hereby certified that all things and acts required by the laws of the State of Indiana and by ordinance and corporation action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly done and performed in the manner provided by law in and about the authorization, preparation, issue, and complete execution of this bond, and it is certified that this bond, and said total issue of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana and to the prompt payment of the principal and interest of this bond and said total issue of bonds, when the same shall become due, the full faith and credit of Fort Wayne together with all the taxable property thereof both real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the Common Council of the City of Fort Wayne has caused this bond to be signed by the Mayor and the City Controller of the City of Fort Wayne, Indiana, and the corporate seal of said city to be hereunto affixed, this ___day of _____, 19___

_____
Mayor of the City of Ft. Wayne

_____
Controller of the City of Ft. Wayne

Said coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof.

No._____ $_____

On the _____day of _____, 19___, Fort Wayne, Allen County, Indiana, will pay to the bearer at the office of the Treasurer of the City of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana, the sum of _____Dollars, the same being the interest due on its Water Works Improvement Bonds, bearing date of _____, 19__

_____
Mayor of the City of Ft. Wayne

_____
Controller of the City of Fort Wayne

Section 4.

The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of said bonds, subject to the terms of this Ordinance, which sale shall be by sealed bids for all of said bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks notice of the time and place of such sale shall have been given one time each week for three weeks in two newspapers representing opposite political parties, published in the English language in the City of Fort Wayne, Indiana. Such notice shall describe said bonds with such minuteness and particularity as the City Controller may see fit and shall set forth the amount of the bonds to be sold, and the rate of interest they shall bear, and that the bidder may bid for all or any part of said bonds, and the date of opening bids or proposals therefor, and the City Controller shall have the right to reject any and all bids received. Each and every bid and proposal shall be presented to the City Controller sealed, and shall be accompanied by duly certified check upon some responsible bank in the City of Fort Wayne, Indiana, payable to the order of the City Treasurer of the City of Fort Wayne Indiana, in a sum ewual to two and one-half ($2\frac{1}{2}$) per cent of the face value bid, and the City Controller shall award said bonds as he shall see fit, in whole or any part thereof to the highest and best bidder thereof, but said City Controller shall have the right to reject any bids or proposals or any part thereof, and shall have the right to accept a part of any bid or to award on any bid the whole or less number of the bonds covered by such bids, or he may in his judgment and discretion award a part of said bonds to one bidder and part to another, and these provisions shall apply in the case of re-offering and re-advertising said bonds in case no bids are received and in case any bids for said bonds or any part thereof are rejected.

Section 5.

Delivery of any bonds sold by said Controller shall be made at the Office of the City Treasurer of the City of Fort Wayne, upon the payment to the City Treasurer of the full purchase price and bid for said bonds as certified to said City Treasurer by said Controller, and in the event that said bidder fails or refuses to pay for said bonds withing ten days after said sale, the same shall be treated as a breach of contract of his bid or proposal on account of which the deposit made by said bidder herein provided shall become the property of the said City as and for its damages.

Section 6.

When said bonds shall have been signed as herein provided and paid for by said purchaser and delivered to the purchaser hereof, the same shall be and constitute the binding obligations of the City of Fort Wayne according to the tenor and effect thereof.

Section 7.

The proceeds derived from the sale of said bonds as herein authorized shall be and are hereby appropriated to the Board of Public Works of the City of Fort Wayne, Indiana, for the sole use of said Water Works for the payment of the improvements of said Fort Wayne Water Works, consisting of additions to the present system and the erection and construction of a filtration plant, dams, conduits and storage tanks and reserviors, and appurtenances, and said proceeds shall be kept in a separate fund by the City Treasurer and paid out only on warrants drawn upon siad fund by the Board of Public Works, and for no other purposes than those herein set out, upon vouchers of the Board of Public Works, and for no other purposes than those herein set out, upon vouchers of the Board of Public Works of the City of Fort Wayne, Indiana, and said fund shall not be used for any other or different purposes.

Section 8.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

M. L. BURNS
(Ayes, 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29 day of December, 1930, by a majority vote of all members elect, did pass the ordinance hereunto attacned, and known as GENERAL ORDINANCE NO. 1571

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approvla on the 31 day of December, 1930

LEONARD E. PRANGER
City Clerk

Approved this 2 day of January, 1931

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1572

An Ordinance approving a contract entered into by and between Mary Hamod Maloley and the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners, dated December 17, 1930.

WHEREAS, on the 17th day of December, 1930, Mary Hamod Maloley entered into a contract with the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners, which contract is in the following words and figures, to-wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into by and between Mary Hamod Maloley, unmarried and over the age of twenty-one years, party of the first part, and the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners, hereinafter called The City, at Fort Wayne, Allen County, Indiana, this 17th day of December, 1930. WITNESSETH: That

The first party does hereby sell, assign, transfer and deliver to The City by a Warranty Deed, receipt of which is hereby acknowledged by The City, the following described real estate, to-wit:

Lots numbered 6, 7 and 8 in City Park Addition to the City of Fort Wayne, Allen County, Indiana

at and for the price of Twenty One Thousand ($21,000.00) Dollars, payable as follows:

One Thousand ($1,000.00) Dollars on the first day of September 1931, and One Thousand ($1,000.00 Dollars on the first day of September for each year thereafter until the full amount of the purchase price has been paid, together with the accumulated interest from the date of this contract down to the first day of September, 1931, and the accumulated interest down to the time of each payment thereafter, which The City agrees to pay in addition to the payment of One Thousand ($1,000.00) Dollars each year, interest to be computed at the rate of six per cent (6%).

It is hereby agreed by the parties that The City may reduce the amount of its principal at any time, by making payments upon the same, and computing the interest down to the date of the said payment.

It is further agreed by the first party that she will furnish to The City a merchantable abstract of title of record to the date of December 17, 1930.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(Signed)

MARY HAMOD MALOLEY (Seal)
First Party.

THE CITY OF FORT WAYNE, INDIANA.
(Signed) By: DAVID N. FOSTER (Seal)
FRED B. SHOAF (Seal)
SAM WOLF (Seal)
BYRON E. HATTERSLEY (Seal)

BOARD OF PARK COMMISSIONERS, FORT WAYNE, INDIANA.

Attest: Cecilia M. Welch, secretary.

State of Indiana, County of Allen, ss:

Before me, the undersigned, a Notary Public, in and for the said County and State, this 17th day of December, 1930, personally appeared the within named David N. Foster, Fred B. Shoaf, Sam Wolf and Byron E. Hattersley, Park Board Commissioners of the City of Fort Wayne and Mary Hamod Maloley, in the above conveyance and acknowledge the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(Notarial Seal) PAY W. LEAS,
Notary Public.

My Commission Expires: July 24, 1933.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore on the 17th day of December of 1930, entered into by Mary Hamod Maloley, party of the first part and the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners party of the second part, as more fully set forth in the preamble hereto, be and the same is hereby ratified and approved.

SECTION 2. That this Ordinance be in full force and effect on and after its passage and approval by the Mayor.

M. L. BURNS
(Ayes 15-Nays none)

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 13 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as General Ordinance No. 1572

L. E. PRANGER

M. L. BURNS
P

Presented to the Mayor for approval on the 19 day of January, 1931

L. E. PRANGER

City Clerk

Approved this 23 day of January, 1931

WM. J. HOSEY

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1573

An Ordinance ratifying and approving a certain contract made by and between the Fort Wayne Journal Gazette, Party of the First Part and the City of Fort Wayne, by and through its Board of Public Works.

WHEREAS, on the 18th day of December, 1930, the Fort Wayne Journal Gazette by L. G. Ellingham, and the City of Fort Wayne, by and through its Board of Public Works, entered into a certain contract and agreement by the terms of which the Fort Wayne Journal Gazette is to print in the Fort Wayne Journal Gazette the proceedings of the Common Council of the City of Fort Wayne from January 1, 1931 until December 31, 1931, and to furnish the City of Fort Wayne 125 copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish 100 copies of the proceedings of the entire year bound in Buckram and 25 copies bound in cloth, which contract is in the words and figures, to-wit:

GENERAL ORDINANCE NO. 1573

An Ordinance ratifying and approving a certain contract made by and between The Fort Wayne Journal Gazette, Party of the First Part and the City of Fort Wayne, by and through its Board of Public Works.

WHEREAS, on the 18th day of Decemoer, 1930, The Fort Wayne Journal-Gazette by L. G. Ellingham, and the City of Fort Wayne, by and through its Board of Public Works, entered into a certain contract and agreement by the terms of which The Fort Wayne Journal-Gazette is to print in The Fort Wayne Journal-Gazette the proceedings of the Common Council of the City of Fort Wayne from January 1, 1931 until December 31, 1931, and to furnish the City of Fort Wayne 125 copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish 100 copies of the proceedings of the entire year bound in Buckram and 25 copies bound in cloth, which contract is in the words and figures as follows, to-wit:

CONTRACT AND BOND

THIS AGREEMENT, made and entered into this 16th day of December, 1930, by and between THE FORT WAYNE JOURNAL-GAZETTE, party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH:

That the party of the first part convenants and agrees to print in THE FORT WAYNE JOURNAL-GAZETTE proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1st, 1931, until December 31st, 1931, and to furnish the parties of the second part, One Hundred and Twenty-five (125) copies of the Proceedings of each Council Meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31st, 1931, One Hundred (100) copies of the Proceedings of the entire year, bound together with an index for each of said copies. All of said One Hundred (100) copies to be bound with Buckram, and also Twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made a part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same to the foregoing FORT WAYNE JOURNAL-GAZETTE, shall be at the rate of One Dollar and twenty-five cents ($1.25) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publication required to be made by law, shall be One Dollar and Twenty-five Cents ($1.25), per inch, column width, to be measured as the same appear in said paper, Plus One Hundred and Ten Dollars ($110.00) for printing and binding Fifty (50) additional copies in Buckram or cloth.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done and deduct thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish a good and sufficient bond in the sum of Two Thousand ($2,000.00) Dollars payable to the City of Fort Wayne, Indiana, for the faithful performance of all of the conditions of this contract.

IT IS HEREBY AGREED THAT NO ASSIGNMENT OF THIS CONTRACT shall be made without the written consent of said parties of the second part

IN TESTIMONY THEREOF, THE FOREGOING NAMED PARTIES HEREUNTO set their hands and seals this 16th day of December, 1930

JOURNAL-GAZETTE CO.
By L G. ELLINGHAM,
Party of the First Part
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY.
CITY OF FORT WAYNE, IND., THROUGH ITS BOARD OF PUBLIC WORKS, PARTY OF THE 2ND PART.
Attest: Scott S. Snyder, Secretary.

KNOW ALL MEN BY THESE PRESENTS, That, we THE JOURNAL-GAZETTE COMPANY, as principal, and L. G. ELLINGHAM, of Allen County, State of Indiana, are held and firmly bound to the City of Fort Wayne, Indiana, in the penal sum of Two Thousand Dollars ($2,000.00) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligations are such that the above named party of the first part shall faithfully comply with the foregoing contract, made and entered into this 16th day of December, 1930, with the City of Fort Wayne, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS OUR HANDS AND SEAL THIS 16th day of December, 1930.

JOURNAL-GAZETTE CO.
By L. G. ELLINGHAM,
Party of the First Part.
L. G. ELLINGHAM

APPROVED THIS 18th day of December, 1930.

JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY.
BOARD OF PUBLIC WORKS
Attest: Scott S. Snyder, Secretary.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract made by and between the Fort Wayne Journal Gazette, by L. G. Ellingham, Party of the First Part, and the City of Fort Wayne, by and through its Board of Public Works, on the 18th day of December 1930, by the terms of which contract and agreement, the Fort Wayne Journal Gazette is to print in the Fort Wayne Journal Gazette the proceedings of the Common Council of the City of Fort Wayne From January 1, 1931 to December 31, 1931, and to furnish the City of Fort Wayne 125 copies of the proceedings of each Council meeting bound in phamplet form, and to furnish 100 copies of the proceedings of the entire year bound in Buckram and 25 copies bound in cloth, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.
SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

We Hereby Certify that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1573

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 19 day of January, 1931

L. E. PRANGER
City Clerk

Approved this 23 day of January, 1931

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1574

An Ordinance to repeal certain Ordinances of the City of Fort Wayne, Indiana.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Ind. that the following Ordinances of the City of Fort Wayne, Indiana, be and the same are hereby repealed: An Ordinance providing the duties of the School Trustees, approved March 11, 1887

An Ordinance prohibiting the obstruction of the Fire Department in the performance of its duties, and providing penalties therefor, approved July 12,1892

An Ordinance relating to the construction of party walls, approved March 11,1887

An Ordinance regulating the construction of buildings within the fire limits of the City, approved March 11, 1887

An Ordinance regulating the building of smoke stacks and providing a penalty, approvedMarch 11, 1887

An Ordinance regulating the storage of petroleum and other dangerous liquids, approved March 11, 1887

An Ordinance approving intelligence officers, approved March 11, 1887

An Ordinance relating to dead animals, passed by the Common Council of the City of Fort Wayne, October 11, 1887

An Ordinance relating to the location and use of slaughter houses, passed by the Common Council January 11, 1887

An Ordinance to protect the public parks of the City passed by the Common Council April 9, 1889

An Ordinance regulating the use of bicycles and tricycles upon the streets of Fort Wayne, and providing lights therefor, approved July 1, 1892

An Ordinance granting power to the Common Council to refuse liquor licenses in certain cases, passed May 28, 1889

An Ordinance regulating the use of billard tables, pool tables, etc., passed March 11, 1887

SECTION 2

That this ordinance shall be in full force and effect from and after its passate and approval by the Mayor.

JACOB HARTMAN
(Ayes 15-Nays none)

Weh Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of January, 1931, by a majority vote of lal members elect, did pass the ordinance hereuntoa ttached, and known as GENERAL ORDINANCE NO. 1574

M. L. BURNS President L. E. PRANGER City Clerk

Presented to the Mayor for approval on the 19 day of January 1931

L. E. PRANGER City Clerk

Approved this 23 day of January, 1931

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1575

An Ordinance approving and ratifying a certain contract made by and between the City of Fort Wayne by and through its Board of Public Works, and the General Electric Company on the ___dgy of December, 1930, for the purchase of certain meters which contract shall be in full force and effect from December 1, 1930 until December 1, 1931, and which contract is in the words and figures as follows, to-wit:

GENERAL ORDINANCE NO. 1575

An Ordinance approving and ratifying a certain contract made by and between the City of Fort Wayne by and through its Board of Public Works, and the General Electric Company on the — day of December, 1930, for the purchase of certain meters, which contract shall be in full force and effect from December 1, 1930. until December 1, 1931, and which contract is in the words and figures as follows, to-wit:

WATTHOUR METERS ANNUAL PURCHASE AGREEMENT

Fort Wayne, Indiana.

GENERAL ELECTRIC COMPANY,
Cleveland, Ohio.

Gentlemen:

We agree to purchase from you f.o.b. point of shipping watthour meters during the period beginning December 1, 1930, and ending December 1, 1931.

In consideration of this agreement watthour meters purchased hereunder will be billed at the following discounts from current price list prices, subject to changes in discounts:

Direct-current Watthour Meters; Price sheet No. 12909: Discount 43 per cent.

Alternating-current Watthour Meters; Price sheet No. 12910; Discount, 52½ per cent.

Watthour Demand Meters; Price sheet No. 12911; discount 52½ per cent.

After the expiration of the above period we will receive from you a credit memorandum for quantity discount based on the aggregate amount of bills rendered on all orders placed by us for such apparatus during the above period in accordance with the following schedule:

On orders aggregating $1,000 and less than $5,000, 2 per cent discount.

On orders aggregating $5,000 and less than $10,550, 4 per cent discount.

On orders aggregating $10,550 and over, 7 per cent discount.

It is understood that all apparatus is sold subject to our right of inspection and test before acceptance, and that your responsibility after acceptance is limited to repair or replacement f.o.b. factory of any parts which prove defective in workmanship or material within one year from date of shipment. You will not be liable for delay caused by fire, strike, civil or military authority, insurrection or riot, or other causes beyond your control.

Terms of payment shall be the same as we secure from you from time to time on ordinary purchases of apparatus and supplies.

F. O. B. FACTORY, freight allowed to Fort Wayne, Ind.

Yours very truly,
BOARD OF WORKS
By:
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY.

Accepted:
GENERAL ELECTRIC COMPANY,
By: ASSISTANT DISTRICT MANAGER.
CHAS. E. BECKER.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, that a certain contract made and entered into on the ___ day of December, 1930, by and between the City of Fort Wayne, by and through its Board of Public Works and the General Electric Company for the purchase of certain meters, which contract shall be in full force and effect from December 1, 1930 until December 1, 1931 , which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG
(Ayes, 15-Nays none)

We hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1575

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 19 day of January, 1931

L. E. PRANGER

City Clerk

Approved this 23 day of January, 1931.

WM. J. HOSEY

Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1576

An Ordinance approving and ratifying a certain contract made by and between the City of Fort Wayne b and through its Boar of Public Works, and the General Electric Company on the ___ Day of December, 1930, for the furnishing of transformers, which contract shall be in full force and effect from December 1, 1930 until December 1, 1931, and which contract is in the words and figures as follows, to-wit:

GENERAL ORDINANCE NO. 1576

An Ordinance approving and ratifying a certain contract made by and between the City of Fort Wayne by and through its Board of Public Works and the General Electric Company on the — day of December, 1930, for the furnishing of transformers, which contract shall be in full force and effect from December 1, 1930, until December 1, 1931, and which contract is in the words and figures as follows, to-wit:

DISTRIBUTION TRANSFORMERS
ANNUAL PURCHASE AGREEMENT

Fort Wayne, Indiana.

General Electric Company, Cleveland, O.

Gentlemen:

We agree to purchase from you, f.o.b. point of shipment, oil-immersed, self-cooled, distribution transformers, sizes 500 kv-a., and less, for use on circuits up to and including 66,000 volts, with secondaries designed for lighting, motor and distribution service during the period beginning December 1st, 1930, and ending December 1st, 1931.

In consideration of this agreement, transformers purchased hereunder will be billed at a discount of 50-5 per cent from current list prices, subject to such modification as you may make on shipment from warehouses as outlined on form 12894 attached, and subject to changes in discounts.

Our normal requirements will consist of transformers described or the attached price sheets as follows:

Type, H; Cycles, 60; Capacities, 1.5-200 Kva; For use on the following voltage circuits; 2300-115-230, 2300-130-460; Price sheet number, 12901.

It is understood that all apparatus is sold subject to our right of inspection and test after acceptance, and that your responsibility after acceptance is limited to repair or replacement f.o.b. factory of any parts which prove defective in workmanship or material within one year from date of shipment. You will not be liable for delay caused by fire, strike, civil or military authority, insurrection or riot, or other causes beyond your control.

Terms of payment shall be the same as we secure from you from time to time on ordinary purchases of apparatus and supplies.

Yours very truly,
BOARD OF WORKS,
By:
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY.

Accepted:
GENERAL ELECTRIC COMPANY,
By
ASSISTANT DISTRICT MANAGER,
CHAS. E. BECKER.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, that a certain contract made and entered into on the ___day of December, 1930, by and between the City of Fort Wayne, by and through its Board of Public Works and the General Electric Compa y for the furnishing of transformers, which contract is more fully set forth in the preamble hereto, and which contract shall be in full force and effect from December 1, 1930 to December 1, 1931, be and the same is hereby in all things ratified and approved.

SECTION 2.

That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG
(Ayes 15- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 13 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1576

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 19 day of January, 1931
L. E. PRANGER
City Clerk

Approved this 23 day of January, 1931

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1577

An Ordinance Regulating Traffic in making Lewis Street from the east line of Calhoun Street to the West line of Anthony Bouleva d a preferential street.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, firm or corporation to drive, operate or direct the movement of any vehicle or cause or permit any vehicle to be driven, operated or its movements directed from and upon any intersecting street, alley or driveway into and upon Lewis Street from the east line of Calhoun Street to the west line of Anthony Boulevard without first bringing such vehicle to a complete stop, and shall not at any times, enter said street from any intersecting street, alley or driveway, after making such complete stop in any manner as to directly or indirectly interfere with or interrupt the traffic upon such street, and in no event when any automobile is approaching any intersecting street, alley or driveway upon said Lewis Street rom the east line of Calhoun Street to the west line of Anthony Boulevard within twenty-five (25) feet from such intersecting street, alley or driveway; provided, nowever, that all such intersections where semaphore lights are stationed xx that such person, firm or corporation shall govern the operation of said vehicles according to the semaphore light control.

SECTION 2

Anyone violating or failing to comply with any of the provisions of this ordinance shall be fined in any sum not to exceed One Hundred ($100.00)Dollars.

SECTION 3

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its Legal Publication.

J. J. PERREY
(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of January, 1931, by a majority vote of all members elect,did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1577

M. L. BURNS
Pr esident

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 19 day of January, 1931

L. E. PRANGER
City Clerk

Approved this 23 day of January, 1931

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1578

An Ordinance amending sections 8, 49, 55, 59, 63, 94, 103, 99, 123, 143, 156, 157, 159, 13, 162, 22, 262, 263, and amending sections 2 of sub-sections 0 paragraph (b) of General Ordinance 1347, of General Ordinance No. 1328, being "An Ordinance establishing and providing for a Department of Building for the City of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction equipment, maintenance, alteration, repair and removal of buildings, the occupancy and obstruction of streets in the performance of the same and providing ~~xxxx~~ certain penalties for the violation thereof and known as the Building Code of the City of Fort Wayne, Allen County, Indiana, as adopted December 7, 1926 and December 14, 1926.

Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana:

SECTION 1.

That section 8, paragraphs (d), (e), (f), (g), (h), and (i), be amended to read as follows:

(1) That when the cost or value of any buildings, construction, repairs, remodeling, additions, alterations, installations and any attendant minor wrecking of a building or structure is not less than $50.00 and not exceeding $100.00 a permit shall be issued on payment of $1.00 only. When the cost of value is less than $50.00 no permit shall be required, provided, however, that all constructions shall be done in accordance with provisions of the building and zoning Ordinances in full.

(2) When the cost or value is more than $100.00 and not exceeding $2000.00 the additional fee for such permit shall be 10 cents for each $100.00 or fractional part thereof.

(3) When the cost or value is more than $2000.00 and not exceeding $100,000.00 the additional fee shall be $1.00 for each $1000.00 or fractional part thereof.

(4) When the cost or value is more than $100,000.00 the additional fee shall be 50 cents for each $1000.00 or fractional part thereof.

(5) The cost of the permit shall be based on the cost or value of the building after deducting the value of the cost of the work to be done by sub-contractors under a separate permit.

Section 2

That section 49, paragraph (e), be amended to read as follows:

Foundation walls shall be of the thicknesses specified in tables found in sections 58, 59, and 74 of this code, if extending to a depth of not more than 8 feet below the curb line or grade level.

Section 3

That section 55, paragraph (c), shall be amended to read as follows:

All foundation walls, isolated piers, parapet walls and chimneys shall be laid in Portland cement mortar, or equal parts of cement and lime mortar, as defined in section 34 of this code.

That paragraph (e), section 55, be amended to read as follows:

All other walls built of brick or stone, except foundation walls, may be laid in lime mortar, cement mortar or a lime cement mortar mixture, all made as prescribed in section 34, paragraph (d) and (e)

Section 4

That section 59, paragraph (g), be amended to read as follows:

Exterior walls or reinforced concrete shall have a minimum thickness as specified in section 63 of this code, under the heading of "Plain Concrete Bearing Walls."

Section 5

That section 63, Working Stresses, paragraph (a) and (c), be amended by adding "See section 140"

Section 6

That section 63, Face Walls, paragraph (f), be amended to read as follows:

Where metal wall ties are used in bonding such face brick, they shall be used as set out in section 54, Face Brick.

Section 7

That section 63, Solid Brick Exterior Bearing or Party Walls, paragraphs (a) and (b), be amended to read as follows:

(a) Be it further ordained, that the minimum thickness for solid brick exterior bearing or party walls, shall be as specified in tabbes of wall thicknesses in Section 58 and 59

(b) Except that exterior solid brick bearing walls of one-family or two family dwellings may be of the thicknesses specified in section 74 of this code.

Section 8

That a paragraph (c), be added to section 94 to read as follows:

That all buildings with brick veneer exterior or other such other such covering over wood frame shall be sheathed with wood, matched or shiplap boards, one inch thick and that paper, wall boards or other substitutes shall be prohibited, unlwss proven equal and with wind braced frame and ties well secured to frame work of building.

Section 9

That section 99, paragraph (g), shall be amended to read as follows:

If the flights below and above a landing continue in the same direction the run of the landing shall be equal to not less than the width of two of the treads plus the width of two of the risers.

Section 10

That section 103, paragraph (g), be amended to read as follows:

Any hotel building requiring more than one stairway, as provided in section 101 and 102 of this code, shall have at least one such continuous stairway inclosed in the manner described in this section.

Section 11

That section 143, Sub-section 1, be amended in the paragraph headed "Building Fire Limits", by adding the prefix, "sub" making it read "Sub-section 2" instead of section 2. That sub-section 2 be amended in paragraph "Prepared Roofing Asphalt Shingles"by adding the prefix "sub" making it read "sub-section 1" instead of section 1 and that sub-section 5 be amended in paragraph "Repaired Limitation" by adding the prefix "sub", making the same read "sub-sections 1 and 2"instead of sections 1 and 2

Section 12

That a sub-section number 9 be added to section 143 to read as follows:

That when a roof is to be put on a new or existing building or structure, an application shall be made to the Building Department, describing such roof and the materials and workmanship required by said Building Department and if said work and materials comply with the requirements of the city ordinances then the Building Commissioner shall issue a permit for such roof, the fees for same to be the same as for building construction.

Section 13

That section 143, 7, paragraph (a), be amended to read as follows:

Rolled beams shall be proportioned by the moment of inertia of their net sections

Plate girders with webs fully spliced for tension and compression shall be so proportioned that the unit stress on the net section does not exceed the stresses as determined by the moment of inertia of the net section.

Section 14

That section 156, "Load Tests", paragraph (c), be amended to read as follows:

Each test load shall cover two or more panels and shall reamin in place at least 24 hours, with a maximum deflection at the end of that period not to exceed 1/600 of the span and with no sign of failure.

Section 15

That section 157, sub-section 2, paragraph (c), be amended to read as follows:

Stone ashlar facing which is more than 9 inches thick shall have a similar area of uniformily distributed bond stone 8 inches thicker than the facing.

Section 16

That section 159, sub-section 3, paragraph (b), be amended by striking out the words, "and shall be subject to the reduction formula given in section 339, paragraph (f)"

Section 17

That a paragraph be added to section 13 to read as follows:

That when the City of Fort Wayne erects any structure outside of the city limits the Building Code shall apply to such construction work and the Building Commissioner and his assistants shall enforce said City Building Code requirements the same as though the work was done inside of the city limits.

Section 18

That section 162, paragraph (f), be amended to read as follows:

The flooring may be of wood nailed to wood sleepers two inches by four inches, bedded in concrete up to 1/2" below the under side of flooring.

Section 19

Be it further ordained that section 2, sub-section C, paragraphs (a) and (b) of General Ordinance #1347, being an amendment to Ordinance #1328, known as the Building Code, be amended to read as follows:

(1) It shall be unlawful for any person, persons, firm or corporation seeking to install, alter, reset, or repair any warm air heating plant, plants, or parts thereof or guttering, spouting, and sheet metal work or roofing within the limits of the City of Fort Wayne, without those in charge having first produced evidences that he, she or they have had not less than three years previous experience in warm air heating, sheet metal or roofing work and having secured a license so to perform said work from the city building commissioners at a yearly cost of twenty-five dollars ($25.00) and in addition thereto furnishing a surety bond, to be approved by the city building commissioners in the sum of one thousand dollars ($1,000.00) extending over a period of one year commencing January 1, and ending December 31.

(2) That any person, firm or corporation having secured such a license, before beginning to install, alter, reset or repair any warm air heating plant or plants in each and every case, shall make application at the office of the City Building Department, stating the nature of the work to be covered by permit as complete as possible and thereupon the City Building Commissioner shall collect for new and replace installations the sum of two ($2.00) dollars and for alterations, resetting or repairs shall collect the sum of one ($1.00) dollar and cause to be issued a heating permit.

S (3) That any person, firm, or corporation doing or performing any guttering, spouting and sheet metal work and having secured a license to perform such work, shall in each and every case where work costs fifty ($50..00) dollars, or more, make application at the office of the City Building Commissioner, stating the nature of the work to be covered by the permit, as complete as possible and if it is found that such sheet metal work complies with the requirements of the city ordinances governing such work then the City Building Commissioner shall collect the regular building construction fees as provided in section 8 of the Building Code.

(4) That sheet metal work in the City of Fort Wayne shall be done and governed according to the provisions of the standard practice in sheet metal work prepared and published by the Trade Development Committee of the National Association of Sheet Metal Contractors.

Section 21.

That paragraphs (d), (e) and (f), be added to section 22 to read as follows:

(d) That the Building Department may issue cards to be posted by the contractors or builders on the work in question as notice that work is in progress and said card shall not be removed until the work is completed or until given permission to do so by the inspector in charge.

(e) That when a notice to Stop Work has been posted on the premises by the Building Department or any inspector thereof; all persons and contractors shall cease and refrain from all work or operations on the structure until such time as the defects or violations involved have been eliminated and the notice has been removed or ordered removed by said Building Department.

(f) That after the applicant for a permit has furnished information showing that the building construction or installation, and any alterations or additions thereto, for which such permit is requested, will comply with all requirements of the ordinances governing building, construction and zoning in the City of Fort Wayne, to the satisfaction of the Building Commissioner and has made affidavit that such statements and information aretrue, then the said Building Commissioner shall approve such application and issue such permit.

Section 22

That section 107, paragraph (e), be amended to read as follows:

(e) The narrowest internal dimensions shall not be less than 8" x 12" rectangular or 10" diameter round.

That section 107, paragraph (f), be hereby repealed.

Section 23

That a paragraph be added to Sub-Section 1, Section 263.

Be it further ordained that warm air heating plants be installed according to the latest edition of the National Standard Code regulating the installation of warm air heating plants.

ELECTRICAL ORDINANCE

Section 24

Be ir further ordained, that Section 262, be amended to read as follows:

That "Section 1" be amended and corrected to read Sub-Section 1

That said sub-section1, paragraph (a) be amended to read as follows:

That the City of Fort Wayne, through the Board of Public Works, shall appoint an Inspector of Electrical Work, who shall be a graduate electrical engineer, or a journeyman electrician who has had at least five (5) years experience.

That a paragraph (d 1) be added to paragraph (d) as follows:

The Inspector of Electrical Work shall be an assistant to, and his work shall coordinate with that of the Building Commissioner.

That sub-section 2, paragraph (a), be amended to read as follows:

(a 1) That an person, firm or cor oration installing electrical conduits, electrical wires, electrical fixtures, electrical devic s, private telephone systems, private fire alarm systems or conduit for publ c telegraph systems shall be required to be licensed for such work.

(a 2) Any person, firm or cor poration applying for a license shall first pass examination or have a masters degree in electricity awarded by a recognized institution of learning in electrical engineering or must have one in his employ who can qualify and be licensed in the name of such firm of corporation, said license being in effect ~~xxxx~~ only so long as person qualifying is in employ of firm or corporation.

(a3) An examining board shall be appointed by the Mayor, consisting of three members; each member to be a qualified electrical engineer or shall have not less than five years experience as practical electrician.

That sub-section 5 be amended by repealing paragraph (e)

That sub-section 5, paragraph (g), be amended to read as follows:

That the additional fee for the firs tmotor shall be ~~xxxxxx~~ $1.00 For each additional motor up to 20 horse power capacity shall be $.50 When more than 20 horse power and not more than 30 horse power, $2.00 each. When more than 30 horse power, and not more than 40 horse power, $3.00 each When more than 40 horse power, $4.00 each

That sub-section 6, Non-Metallic Sheathed Cable, be amended by repealing paragraphs (g), (i) and (n).

That sub-section 6, Rooms defined, paragraph (c), be amended to read as follows: All rooms defined as sleeping quarters together with bathrooms be wired for not less than one flush plug receptacle in each.

That sub-section 6, paragraph (h), shall be amended by adding a paragraph (n1) as follows:

Show or display windows shall be wired for not more than six outlets per circuit and the sockets shall be of porcelain,

That sub-section 7, paragraph (a), be amended to read as follows:

Interior Wires-Light and Power

(a) That the interior wires for service mains for both light and power of all buildings and structures within the corporate limits or city owned buildings and structures outside the city limits, shall be installed in rigid iron armored conduit from meter location to exterior of the building nearest the secondary mains and shall not be smaller than No. 10 B. and S. gauge rubber covered wire to No. 8 B. and S. gauge rubber covered wire for two wire service and No. 10 B. and S. gauge covered wire for three wire service.

That sub-section 7 be amended by repealing paragraphs (c), (d), (h), (n) and (s)

SECTION 25

That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

E. H. FISHER
(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 13 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1578

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 19 day of January, 1931

L. E. PRANGER
City Clerk

Approved this 23 day of January, 1931

M. J. MOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GEN RAL ORDINANCE NO. 1579

An ordinance ratifying and approving a certain contract made by and between the City of Fort Wayne by and through its Board of Public Works, Party of the First Part, and the Fort Wayne Printing Company, Party of the Second Part, on the 6th day of January, 1931, and providing for the printing and binding of the Ordinance of the City of Fort Wayne, by the Party of the Second Part, and which contract is in the words and figures as follows, to wit:-

CONTRACT AND AGREEMENT

This Agreement made and entered into this 5th day of January, 1931, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and the Fort Wayne Printing Company, Party of the Second Part.

It is agreed by the parties hereto that second party has agreed to print and bind, and furnish all the materials and labor for the printing and binding of the Ordinances of the City of Fort Wayne, Indiana, as submitted in a manuscript now on file in the office of the Board of Public Works of the City of Fort Wayne, and has further agreed to print all the Ordinances now pending and to be passed during the month of January, 1931, which may be selected and designated by the City Attorney of the City of Fort Wayne, and in accordance with the plans and specifications on file in the office of the Board of Public Works, a copy of which is made a part hereof. And further has agreed to submit a galley sheet to Ada W. Smith of Indianapolis, Indiana, and the City Attorney of the City of Fort Wayne, Indiana, as provided in the plans and specifi ations, and to perform said work in a good workmanlike manner, and a number one job, and under the direction of Ada W. Smith of Indianapolis, Indiana, and William Fruechtenicht, City Attorney.

In consideration of which the City of Fort Wayne will pay party of the second part in accordance with the bid submitted by the Fort Wayne Printing Company, copy of bid is made a part hereof, however, no charges shall be made for extra work or extra hours unless first ordered in writing by the City Attorney.

It is further agreed that the Party of the Second part shall have said work completed and delivered on or before March 15, 1931.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 5th day of January. 1931.

CITY OF FORT WAYNE,
JOHN C. TRIER,
DAVID ERWIN,
C. A. RAMSEY,
Board of Public Works.
FT. WAYNE PRINTING COMPANY.
By HERBERT SCHLABACKER,
Asst. Gen. Mgr.

Section 1.

Be it ordianed by the Common Council of the City of Fort Wayne, Indiana, that a certain contract made by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and the Fort Wayne Printing Co., Party of the Second Part, providing for the printing and binding of the Ordinances of the City of Fort Wayne on the part of the Party of the Second Part, on the 6 day of January, 1931, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST MEISENBURGER
(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a xx Special meeting, held on the 20 day of January, 1931, by amajority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1579

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 22 day of January, 1931

L. E. PRANGER
City Clerk

Approved this 23 day of January, 1931

M. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1580

An Ordinance approving resolutions of the Board of Public Works providing for the separation of grades of the New York, Chicago and St. Louis Railway Company at Clay Street, Columbia Street, Barr, Clinton, Calhoun, Harrison, Ewing, Fulton and Van Buren Streets adopted by said Board November 8, 1923, and being Track Elevation Resolutions numbered 22, 23, 24, 25, 26, 27, 28, and 29, confirmed and approved by said Board on November_____, 1923.

Section 1.

Be ir ordained by the Common Council of the City of Fort Wayne, Indiana, that Resolutions adopted by the Board of Public Works for the separation of grades of the New York, Chicago and St. Louis Railway Company at Clay Street, being Resolution No. 22, ~~xx~~ at Columbia Street, being Resolution No. 23 at Barr Street, being Resolution No. 24, at Clinton Street, being Resolution No. 25, at Harrison Street, being Resolution No. 26, at Ewing Street, being Resolution No. 27, at Fulton Street, being Resolution No. 28, and at Van Buren Street, being Resolution No. 29, confirmed and approved by said Board on November _____, 1923, as modified and confirmed on December 18, 1930, be and the same are hereby in all things ratified and approved.

Section 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ANDREW J. DEITSCHEL
(Ayes 15-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 20 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1580

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 22 day of January, 1931

L. E. PRANGER
City Clerk

Approved this 23 day of January, 1931

M. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1581

An Ordinance amending Sections 3 and 6 of General Ordinance 442, an Ordinance providing for the regulation and duties of second-hand dealers and owners of junk shops, or anyone who buys and sells second-hand merchandise.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Sections 3 of General Ordinance 442 be amended to read as follows; to wit:

" After such application shall have been granted and before a license shall be issued thereon, such person, firm or corporation shall pay to the City Controller an annual license fee of Ten ($10.00) Dollars, and upon presentation of the City Controller's receipt therefor, the said City Controller shall issue to such person, firm or corporation the license applied for. Said license shall bear date of January first of the year in which the same shall be issued, and no reduction shall be made for any part of the year elapsed at the time of making such application for such license."

Section 2

That Section 6 of said Ordinance No. 442 be amended to read as follows, to wit:

"Every person, firm or corporation licensed as aforesaid, shall make out and deliver to the Chief of Police of said city, every day before the hour of twelve, noon, a legible and correct copy from the book required in the above section, giving an accurate account and description of the goods, articles, or things taken or received during the preceding day; the precise time of purchasing, taking or receiving of same, the name, residence, color, style of dress or person or persons from whom such goods, articles, or things were purchased, taken or received; said copy to be made only on blanks furnished by the Police Department and on no other."

Section 3

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERY

(Ayes, 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27 day of January, 1931, by a majority vote of all members elect, did pass the or inance hereunto attached, and known as GENERAL ORDINANCE NO. 1581

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approvalon the 30 day of January, 1931

L. E. RANGER
City Clerk

Approved this 7 day of February , 1931

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1583

An Ordinance to amend Section 1 of Ordinance no. 1580, being an Ordinance approving resolutions of the Board of Public Works providing for the separation of grades of the New York, Chicago and St. Louis Railway Company at Clay Street, Col mbia Street, Barr, Clinton, Calhoun, Harrison, Ewing, Fulton, and Van Buren Streets, adopted by said Board November 8, 1923, and being Track Elevation Resolutions numbered 22, 23, 24, 25, 26, 27, 28, and 29, confirmed and approved by said Board on December 18, 1930, and adopted on November 8, 1923.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne that Section 1 of said Ordinance No. 1580 be amended to read as follows: Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Resolutions adopted by the Board of Public Works for the separation of grades of the New York, Chicago and St. Louis Railway Company at Clay Street, being Resolution No. 22, at Columbia Street, being Resolution No. 23, at Barr Street, being Resolution No. 24, at Clinton Street, being Resolution No. 25, at Calhoun Street, being Resolution No. 26, at Harrison Street, being Resolution No. 27, at Ewing Street, being Resolution No. 28, at Fulton Street being resolution No. 29, adopted on November 8, 1923, and modified and confirmed by said Board December 18, 1930, be and the same are hereby in all things ratified and approved.

Section 2

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

ANDREW J. DEITSCHEL

(Ayes 16,-Nays, none)

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 27 day of January, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1583

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 30 day of January, 1931

L. E. PRANGER
City Clerk

Approved this 7 day of February, 1931

M. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1582

An Ordinance to annex to the corporate limits of the City of Fort Wayne, Indiana, certain territory which shall be a part of the tenth ward and eighth ward.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the following described territory of the County of Allen, Sate of Indiana, be and is hereby annexed to the corporate limits of the City of Fort Wayne, Indiana, and shall constitute a part thereof and be in the tenth and eighth wards, to-wit :

SUB. A. Commencing at a point in the center line of Anthony Blvd. where the same is intersected by the east and west center line of Section 19, Township 30 North, Range 13 East; thence north on and along the center line of Anthony Boulevard to the center line of McKinnie Avenue; thence west on and along the center line of McKinnie Avenue to the center line of Lillie Street; thence north on and along the center line of Lillie Street to the center line of Rudisill Boulevard; thence east on and along the center line of Rudisill Boulevard to a point that is three hundred thirty-eight feet east of the east property line of Anthony Boulevard; thence south on a line that is three hundred thirty-eight feet east of and parallel to the east property line of Anthony Boulevard to the center Line of McKinnie Avenue; thence east on and along the center line of McKinnie Avenue to the north and south center line of Section 19, Township 30 North, Range 13 East; thence south on and along the north and south center line of Section 19, Township 30 North, Range 13 East to the center of said Section 19, Township 30 North, Range 13 East; thence west on and along the east and west center line of Section 19, Township 30 North, Range 13 East to the center line of Anthony Boulevard, the place of beginning, and that said territory shall be part of the City of Fort Wayne and part of the 10th Ward. Also:

SUB. B. Commencing at the southwest corner of the Northeast quarter of the southeast quarter of Section 18, Township 30 North, Range 13 East; thence north on and along the west line of the northeast quarter of the southeast Quarter of Section 18, Township 30 North, Range 13 East to the center line of Oxford Street; thence east on and along the center line of Oxford Street to the center line of Turpie Street; thence north on and along the center line of Turpie Street to Wayne Trace; thence in a northeasterly direction crossing the Pittsburg, Fort Wayne and Chicago Railroad right of way at right angles, to the center line of Pontiac Street; thence east on and along the center line of Pontiac Street to the north and south center line of Section 17, Township 30 North, Range 13 East; thence south on and along the north and south center line of Section 17, Township 30 North, Range 13 East to the center line of the Moeller Road; thence west on and along the center line of the Moeller Road to the center line of the Nesse Cassel Road produced north; thence south on and along the center line of the Nesse Cassel Road and said center line produced north, to the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 18, Township 30 North, Range 13 East; thence west on

and along the south line of the Northeast Quarter of the Southeast Quarter of Section 18, Townsnip 30 North, Range 13 East to the southwest corner of the Northeast Quarter of the Southeast Quarter of Section 18, Township 30 North, Range 13 East, the place of beginning, and that said territory shall be part of the City of Fort Wayne and part of the 10th Ward. Also:-

SUB. C. Commencing at the Southwest corner of Section 5, Township 30 North, Range 13 East; thence north on and along the west line of Section 5, Township 30 North, Range 13 East to the south bank of the Maumee River; thence east following the meanderings of the Maumee River to the north and south center line of Section 5, Township 30 North, Range 13 East; thence south on and along the north and south center line of Section 5 and 8, Township 30 North, Range 13 East to the south right of way line of the Wabash Railway Co.; thence west on and along the south right of way line of the Wabash Railway Company to a point two hundred seventy-two and one half (272½) fe t east of the west line of Section 8, Township 30 North, Range 13 East; thence north on a line that is parallel to and two hundred seventy two and one half (272½) feet east of the west line of Section 8, Township 30 North, Range 13 East, to the center line of Maumee Avenue, thence west on and along the center line of Maumee Avenue to the Southwest corner of Section 5, Township 30 North, Range 13 East, the place of beginning, and that said territory shall be part of the City of Fort Wayne and part of the 8th Ward.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. BERREY

CHARLES KENZ

(Ayes 16, Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27th day of January 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1582

M. L. Burns, President L.E.Pranger, City Clerk.

Presented to the Mayor for approval on the 30th day of January, 1931.

L.E.Pranger, City Clerk.

Approved this 7th day of February, 1931.

Wm. J. Mosey, Mayor.

GENERAL ORDINANCE NO. 1584

An Ordinance approving and fixing the interest rate and the time of payment or maturity of the first allotment bonds issued and sold pursuant to General Ordinance 1571

WHEREAS the Common Council of the City of Fort Wayne, Indiana, on December 29, 1930, passed Ordinance No. 1571 providing for the borrowing of $2,500,000.00, and the issue and sale of bonds therefor, and providing funds for the payment of the necessary expense in connection with the improvement of the Fort Wayne Water Works, owned and operated by the City of Fort Wayne, Indiana, and

WHEREAS Section 2 of said Ordinance provides among other things that said bonds shall bear not to exceed 4¼% interest per annum, and that they shall be designated as series_____, and numbered consecutively beginning with Number one(1) and to be known as Fort Wayne Water Works Improvement Bonds. Each of said bonds shall be issued for a period of not to exceed 25 years and each allotment so issued shall be in series T so that at least one twenty-fifth (1/25) in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. First allotment to be retired two years after issues, and

WHEREAS pursuant to said Ordinance the City Controller of the City of Fort Wayne, Indiana, advertised the first allotment of said bonds for sale and fixed the interest rate at 4¼%, and advertised, issued and sold said bonds fixing the maturity of said bonds as follows, to wit:

Bonds No. 1 to 20, both inclusive, maturing June 1, 1933.
Bonds No. 21 to 40, both inclusive, maturing June 1, 1934.
Bonds No. 41 to 60, both inclusive, Maturing June 1, 1935.
Bonds No. 61 to 80, both inclusive, maturing June 1, 1936/
Bonds No. 81 to 100, both inclusive, maturing June 1, 1937.
Bonds No. 101 to 120, both inclusive, maturing June 1, 1938.
Bonds No. 121 to 140, both inclusive, maturing June 1, 1939.
Bonds No. 141 to 160, both inclusive, maturing June 1, 1940.
Bonds No. 161 to 180, both inclusive, maturing June 1, 1941.
Bonds No. 181 to 200, both inclusive, maturing June 1, 1942.
Bonds No. 201 to 220 both inclusive, maturing June 1, 1943.
Bonds No. 221 to 240, both inclusive, maturing June 1, 1944.
Bonds No. 241 to 260, both inclusive, maturing June 1, 1945.
Bonds No. 261 to 280, both inclusive, maturing June 1, 1946.
Bonds No. 281 to 300, both inclusive, maturing June 1, 1947.
Bonds No. 301 to 320, both inclusive, maturing June 1, 1948.
Bonds No. 321 to 340, both inclusive, maturing June 1, 1949.
Bonds No. 341 to 360, both inclusive, maturing June 1, 1950.
Bonds No. 361 to 380, both inclusive, maturing June 1, 1951
Bonds No. 381 to 400, both inclusive, maturing June 1, 1952.
Bonds No. 401 to 420, both inclusive, maturing June 1, 1953.
Bonds No. 421 to 440, both inclusive, maturing June 1, 1954.
Bonds No. 441 to 460, both inclusive, maturing June 1, 1955.
Bonds No. 461 to 480, both inclusive, maturing June 1, 1956.
Bonds No. 481 to 500, both inclusive, maturing June 1, 1957.

Section 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Common Council of the City of Fort Wayne hereby ratifies and approves the time of payment of the first allotment of series T of the bonds advertised issued advertised for sale and ready to be delivered and sold in accordance and pursuant to Ordinance 1571, and fixing the time of payment or maturity of said bonds as follows, to wit:

Bonds No. 1 to 20, both inclusive, maturing June 1, 1933.
Bonds No. 21 to 40, both inclusive, maturing June 1, 1934.
Bonds No. 41 to 60, both inclusive, maturing June 1, 1935.
Bonds No. 61 to 80, both inclusive, maturing June 1, 1936.
Bonds No. 81 to 100, both inclusive, maturing June 1, 1937.
Bonds No. 101 to 120, both inclusive, maturing June 1, 1938.
Bonds No. 121 to 140, both inclusive, maturing June 1, 1939.
Bonds No. 141 to 160, both inclusive, maturing June 1, 1940.
Bonds No. 161 to 180, both inclusive, maturing June 1, 1941.
Bonds No. 181 to 200, both inclusive, maturing June 1, 1942.
Bonds No. 201 to 220, both inclusive, maturing June 1, 1943.
Bonds No. 221 to 240, both inclusive, maturing June 1, 1944.
Bonds No. 241, to 260, both inclusive, maturing June 1, 1945.
Bonds No. 261 to 280, both inclusive, maturing June 1, 1946.
Bonds No. 281 to 300, both inclusive, maturing June 1, 1947.
Bonds No. 301 to 320, both inclusive, maturing June 1, 1948.
Bonds No. 321 to 340, both inclusive, maturing June 1, 1949.
Bonds No. 341 to 360, both inclusive, maturing June 1, 1950.
Bonds No. 361 to 380, both inclusive, maturing June 1, 1951.
Bonds No. 381 to 400, both inclusive, maturing June 1, 1952.
Bonds No. 401 to 420, both inclusive, maturing June 1, 1953.
Bonds No. 421 to 440, both inclusive, maturing June 1, 1954.
Bonds No. 441 to 460, both inclusive, maturing June 1, 1955.
Bonds No. 461 to 480, both inclusive, maturing June 1, 1956.
Bonds No. 481 to 500, both inclusive, maturing June 1, 1957.

Section 2.

Be it further ordained that the Common Council of the City of Fort Wayne, Ind. hereby ratified and approves and fixes the interest rate at 4¼% on said bonds so issued, advertised for sale and ready to be delivered and sold by the Controller of the City of Fort Wayne, Indiana, pursuant to Ordinance 1571, which bonds are set out in section 1 herein.

Section 3.

That this Ordinance shll be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(ayes, 16-nays, none)

Suspension.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 24 day of February, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1584.

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 25 day of February, 1931

L. E. PRANGER
City Clerk

Approved this 25 day of February, 1931.

WM. J. OSEY
Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1585

An Ordinance amending Section 258 of General Ordinance No. 1328, being " An Ordinance establishing and providing for a Department of Building for the City of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction, equipment, maintenance, alteration, repairing and removal of buildings, the occupancy and the obstruction of streets and alleys in performing of same and providing certain penalties for the violation thereof and known as the building code of the City of Fort Wayne, Allen County, Indiana as adapted December 7, 1926 and December 14, 1926"

Be it ordained by the Common Council of the City of Fort Wayne, Allen County, Indiana, that Section 258 be amended as follows:

PLUMBING, DRAINAGE, VENTILATION, WATER SUPPLY, GAS PIPING, STEAM AND HOT WATER HEATING, POWER PIPING AND AUTOMATIC SPRINKLER SYSTEMS

SECTION 1. That paragraph (a) be amended to read as follows:

Jurisdiction of Board of Health

(a) Be ir ordained by this Ordinance, providing regulations for all matters concerning plumbing, Drainage, Ventilation, Water Piping, Steam and Hot Water Heating, Power Boilers, Automatic Sprinkler Systems for fire protection and establishing an Esamining Board and Chief Plumbing Inspector under the Jurisdiction of the Board of Public Health of the City of Fort Wayne, Indiana.

SECTION 2. That paragraph (a), Sub-section 2, be amended to read as follows:

(a) That said board of examiners shall, as soon as may be, after their appointment, meet at such time and place as the Board of Healtn may designate, and the time of holding such examinations sh all be the first Monday in January, and the first Monday in July of each year.

The said licensing board may, at their discretion, appoint such other days for examinati ns as in their judgment may be deemed necessary.

Examination Fees.

SECTION 3. That Sub-section 4, paragraphs (a) and (b), be amended to read as follows:

(a) Each applicant for examination shall pay the sum of $10.00 dollars, same to accompany his application to the Examination Board, and should said applicant pass the examination successfully, a further sum of $50.00 shall be paid upon the issuance of a license certificate to engage in the plumbing business during the remaining portion of the current calender year.

(b) The annual renewal fee for such license shall be twenty five dollars ($25.00) and any licensee failing to renew his license on or before January 15th shall automatically surrender his right to renewal and be subject to the initial fees, the same as a new applicant, and shall also be required to take the examination unless the examining board decides that such applicant is competent without examination.

SECTION 4. That Sub-section 4 be amended by repealing

paragraphs (e) and (f).

SECTION 5. That Sub- section 7 be amended by adding paragraphs (g), (h) and (i) as follows:

(g) The Chief Inspector of Plumbing shall, prior to entering upon his duties, take the cath required by law and give bond in the sum of $1000.00 with surety to be approved by the Board of Public Works for the faithful, performance of his duties.

(h) The duties of the Chief Plumbing Inspector besides those set forth in the General Ordinance, shall be to examine all plans and specifications for work under Section 258 and see that they conform with the requirements of the said Section 258.

(i) When the Chief Inspector of Plumbing finds that the plans and specifications for work under his department comply with the requirements of the code they shall be marked approved and passed to the Building Commissioner for the issuance of a permit.

SECTION 6. That Sub-section 8, paragraphs (a) and (f), be amended to read as follows:

Issuing of Permits

(a) That all permits shall be issued by the Building Commissioner after approval by the Chief Plumbing Inspector.

Inspection Notice

Due notice shall be given to the Chief Plumbing Inspector by the plumber or fitter at such times as the work is ready for inspection.

Payment of Fees

(f) Fees collected shall be paid to the Building Commissioner who shall each day turn over such fees to the City Controller.

Boiler Permit Fees

SECTION 7. That Sub-section 8 be amended by adding paragraphs (g), (h), (i) and (j) as follows:

(g) For each boiler, steam or hot water heating, the additional fee for permit for such shall be $1.00.

AUTOMATIC SPRINKLER

(h) For each main valve connection inside of building to an Automatic Sprinkler System Main an additional fee of one (1) dollar shall be charged for the permit.

EXTRA CALLS

(i) When the Inspector, upon call, finds that the work is not ready for inspection he may make a charge of fifty (50) cents for each additional trip required.

(j) When fixtures are replaced an inspection shall be required and a permit fee of twenty five (25) cents per fixture shall be charged but no application fee shall be required.

SECTION 8. That Sub-section 22, paragraph (c), be amended by adding the following:

Tapping or drilling of soil, waste or vent pipes shall be prohibited.

SECTION 9. That Sub-section 26, paragraph (a), be amended to read as follows:

(a) The number of fixture units in a building shall determine the size of the house drain.

The maximum number of fixture units allowed on any house drain, soil or waste

pipes,-main or cranch, -shall never exceed the nu ber given in tables found in the Plumbing Rules and Regulations of the Administrative Building Council of Indiana.

That Sub-Section 26 be amended by repealing paragraphs (b) and (d)

Section 10. That Sub-section 27 be amended to read as follows:

The size, inside diameter, of trap and waste branches for a given fixture shall never be less than the following:

Kind of Fixtures	Trap	Branch
Water Closet	3 in.	3 in.
Slop Sink	2 in.	2 in.
Lip Urinal	1½ in.	1½ in.
Pedestal Urinal	3 in.	3 in.
Floor Drain or Wash	2 in.	2 in.
Garage Drain	3 in.	3 in.
Yard Slop Sinks	3 in.	3 in.
Urinal Trough & Stall	2 in.	2 in.
Laundry Tub	1½ in.	1½ in.
Kitchen Sink (Res.)	1½ in.	1½ in.
(Pantry or Kitchen Sinks (Hotel or Public (large)	2 in.	2 in.
Pantry or Bar Sinks	1¼ in.	1¼ in.
Wash Basins, one(1)only	1¼ in.	1½ in.
Bath Tubs	1½ in.	1½ in.
Shower Baths	2 in.	2 in.
Sitz Baths	1½ in.	1½ in.
Drinking Fountains	1¼ in.	1¼ in.
Fountains Cuspidors	1¼ in.	1¼ in.

SECTION 11. That Sub-section 34, be amended by repealing paragraph (c).

SECTION 12. That Sub-section 32, paragraph (b), be amended to read as follows:

(b) Connections between wrought iron, mild steel or brass to cast iron piping shall be either a calked joint (see Sub-section 31) or screwed joint.

No unions shall be installed on any soil, waste or vent pipe on the sewer side of trap.

SECTION 13. That Sub-section 46, paragraph (a) be amended to read as follows:

(a) The exhaust, blowoff, sediment or drip pipe from a steam boiler shall not connect directly with any sewer, drain or waste pipe. When such pipes discharge directly into the building drain or sewer they shall enter above the line of discharge of a suitable closed tank or condenser made of wrought or cast iron provided with a relief pipe of at least 3 inches in diameter for high pressure and 1½ inches in diameter for low pressure boilers, extending to the outer air above the roof.

SECTION 14. That Sub-section 51 be amended to read as follows:

(a) Every building in which a water closet is installed shall have at least one (1) three (3) inch soil pipe stack, increased to a diameter of at least four (4) inches below the roof, then continued to a point at least six (6) inches above such roof.

SECTION 15. That Sub-section 52, paragraphs (a) and (b) be amended to read as follows:

(a) All soil and waste pipes, receiving discharge of any fixtures, shall be extended full caliber to a point of at least six (6) inches above the roof and at least six (6) feet high when such pipe is within twelve feet of window or door or when roof is used for other purposes than wea her covering for the building.

(b) In no case shall a vent pipe through a roof be less than four (4) inches in diameter.

~~SECTION 16~~

SECTION 16. That Sub-section 104, paragraph (c), be amended to read as follows:

(c) No water pipe supplies less than One-half (½) inch in diameter shall be run to any fixture except short branch connections to lavatories or other small fixtures.

Whrer bath rooms are installed, the hot and cold water supplies for the same shall not be less than five-eights (5/8) inch strong lead pipe or 3/4 inch galvanized or brass pipe and not less than one-half (½) inch branches from main supply to the various fixtures, pipe sizes to be increased according to number of fixtures in installation to provide sufficient water supply.

SECTION 17. That Sub-section 110, paragraph (b), be amended to read as follows:

(b) All alterations, repairs or extensions of soil, waste or vent work shall be inspected and tested and a charge of one Dollar ($1.00) only shall be made for the permit.

SECTION 18. That Sub-section 13 be amended by adding a paragraph (c1) as follows:

SAFETY RELIEF

(c1) A suitable relief valve shall be installed on all hot water distributing systems in such manner as to open when undue pressure occurs.

PLUMBERS BOND

SECTION 19. That Sub-section 6 of Section 258 of ordinance 1328 be amended to read as follows:

That before a plumbing contractor's license shall be issued, a surety bond must be filed with the City of Fort Wayne in the sum of One Thousand Dollars ($1,000.00) conditional upon the faithful performance of his or their duties according to the provisions of this code, the said bond to be approved by the Board of Public Works and to be in force for the term of one year and shall be renewable annually. This provision not to take effect until January 1st, 1932.

SECTION 20. That paragraph (a) of Sub-section 28 of section 258, of General Ordinance No. 1328, be hereby repealed.

SECTION 21. Add a paragraph (c) to Sub-section 32, Section 258, General Ordinance No. 1328 to read as follows:

(c) There shall be no slip nut connection in water supply lines to fixtures except at the last connection point at fixture end and this shall be a ground metal joint. Gasket joints are prohibited.

SECTION 22. Add a paragraph (c1) to Section 258, General Ordinance No. 1328 to read as follows:

(c1) There shall be an inspection of installations and replacements of domestic water heaters and a fee of fifty cents (50¢) per heater shall be charged for such permit fee, provided, however, no such permit fee shall be charged when such domestic water heater is a part of a plumbing job.

SECTION 23. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and its legal publication.

A. J. DEITSCHEL

(Ayes, 16-Nays, none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That on the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of February, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1585

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 dya of March, 1931.

L. E. PRANGER
City Clerk

Approved this 10 day of March, 1931.

Wm. J. Hosey
Mayor.

GENERAL ORDINANCE NO. 1586

An Ordinance providing for the appointment of assistants to the City Civil Engineer of the City of Fort Wayne, Indiana, and fixing their compensation.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Works of the City of Fort Wayne is hereby authorized and empowered to appoint the following assistants to the City Civil-Engineer. Such appointments to be made upon nomination by the City Civil-Engineer. Appointment and salary to be as follows to wit:

Assistant Engineer, salary to be paid at the rate of $200.00 per month; Junior Assistant salary to be paid at the rate of $190.00 per month; Clerk, salary to be paid at the rate of $2060.00 per annum: 1 st Draftsman, salary to be paid at the rate of $150.00 per month; 2 nd Draftsman, salary to be paid at the rate of $125.00 per month; Transitman, salary to be paid at the rate of $150.00 per month; 1 st Chainman, salary to be paid at the rate of $165.00 per month, 2 nd Chainman, salary to be paid at the rate of $125.00 per month; 1 st rodman, salary to be paid at the rate of $100.00 per month, 2 nd Rodman, salary to be paid at the rate of $100.00 per month.

The above and foregoing shall be all and the only assistants of the City Engineer, and all Ordinances in conflict herewith are hereby repealed.

SECTION 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of February, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1586

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of March, 19.1

L. E. PRANGER
City Clerk

Approved this 4 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1587

An Ordinance fixing the salary of the building inspector.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana that the salary of the building inspector of the City of Fort Wayne, Indiana, shall be $205.00 per month, and that the same shall take effect Januaryl, 1931.

SECTION 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JACOB HARTMAN
(Ayes, 8-Nays, 8)

MOTION

Mr. President:

I move that the vote by which the Ordinance adjusting the salary of the Building Inspector to conform with the Budget ~~it~~ be reconsidered.

ALBERT MORAN
(Ayes, 11- Nays 5)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1587

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 17 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 19 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

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GENERAL ORDINANCE NO. 1588

An Ordinance ratifying and approving a resolution, adopted October 20,1927, and confirmed December 1, 1927, by the Board of Park Commissioners of the City of Fort Wayne, Indiana, providing for the borrowing of Two Hundred Fifty Thousand ($250,000.00) Dollars and the issuance and sale of bonds therefor.

WHEREAS the Board of Park Commissioners of the City of Fort Wayne, Indiana, did provide by a resolution, adopted October 20, 1927 and confirmed December 1, 1927, for the borrowing of Two Hundred Fifty Thousand ($250,000.00) Dollars have been issued and sold by said Board of Park Commissioners of City of Fort Wayne, Indiana, NOW THEREFORE,

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the issuance and sale of said bonds by the said Board of Park Commissioners of the City of Fort Wayne, Indiana, is hereby ratified and approved.

SECTION 2.

Be it further ordained that the proceeds from the issuance and sale of such bonds be appropriated for the purpose of, acquiring, opening and establishing parkway and boulevard and constructing a flood dike on the West side along West bank of St. Joe River from North line of Baltes Ave. to South line of State Boulevard to the West line of St. Joe Boulevard, the acquiring of Sixty-One (61) lots along the East and West sides of St. Joe River for the aforesaid purpose; the acquiring of twenty-seven and one-half (27½) acres as an addition to Franke Park, the acquiring of lots one (1) to eighty-six (86) inclusive in Marshall Manor Addition to the City of Fort Wayne, Indiana, the acquiring of two(2) lots on the Bluffton Road.

SECTION 3.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

FRANK A. WYSS
CHARLES H. YOUNG
J. J. PERREY

(Ayes, 15-Nays, 1)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1588

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 17 day of March, 1931

L. E. PRANGER
City Clerk

Approved this ___day of _____19__

_____
Mayor

COMMUNICATION FROM THE MAYOR --- 3/23/31

General Ordinance No. 1588 I have not taken any action on eitner approval or disapproval for the reason that House Bill No. 387, that was pending in the Legislature at the time this Ordinance was passed, failed of passage. The validity of this ordinance was dependent entirely on the passage of that bill.

MOTION

I move that the Ordinance ratifying and approving the issuance of bonds in the amount of $250,000.00 by the park Board of the City of Fort Wayne, Indiana, and appropriating the proceeds arising from the sale of such bonds to purposes designated and intended be put in its passage notwithstanding the failure of the Mayor to approve such Ordinance.

J. J. PERREY

Seconded by Voors, Adopted by the following vote:

(Ayes 13-Nays 2)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 24rh day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1588

M.L.Burns, President Leonard E.Pranger, City Clerk.

GENERAL ORDINANCE NO. 1589

An Ordinance amending Section 19, of Ordinance No. 1578, amending Ordinance No. 1328, being "An Ordinance establishing and providing for a Department of Building for the City of Fort Wayne, Allen County, Indiana, providing a code to regulate the construction, equipment, maintenance, alteration, repair and removal of buildings, the occupancy and obstruction of streets in the performance of the same and providing certain penalties for the viclation thereof and known as the Building Code of the City of Fort Wayne, Allen County, Indiana, as adopted December 7, 1926, and December 14, 1926"

Be it ordained by the Common Council of the City of Fort Wayne, Allen County Indiana:

That said Section 19 of said General Ordinance No. 1578 be amended by adding a paragraph (5) to read as follows:

SECTION 1. (5) That no person, firm or corporation shall do roofing except such as have complied with the provisions of Section 12, paragraph 1, and Section 19 of General Ordinance No. 1578 and such as have complied with the provisions of General Ordinance No. 1351, except however, that no sheet metal, tile, slate, asbestos slate, or built-up roofing shall be applied by those working under the provisions of said General Ordinance No. 1351.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

CHAS. LENZ

(Ayes, 16-Nays None)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as General Ordinance No.1589

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 17 day of March, 1931

L. E. PRANGER
City Clerk

Approved this 19 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1590

An Ordinance extending the city limits of the City of Fort Wayne, and annexing certain territory and making such territory a part of the 1st ward in the City of Fort Wayne, Allen County, Indiana.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the city limits of the City of Fort Wayne be extended, and that the following described territory is annexed and incorporated to the city of Fort Wayne, and that said territory shall be made a part of the 1st ward:

Commencing at the intersection of the center line of Vance Avenue with the center line of Leroy Avenue; thence north along the center line of Leroy Ave. to the north line of Paramount Extended Addition; thence east along the north line of Paramount Extended Addition to the east line of said Paramount Extended Addition: thence south along the east line of Paramount Extended Addition to the center line of Vance Avenue; thence west along the center line of Vance Ave. to the place of beginning.

SECTION 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD
(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1590

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 17 day of March, 1931.

L. E. PRANGER
CITY CLERK

Approved this 19 day of March, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1591

An Ordinance requiring the Wabash Railway Company to maintain and keep a man to operate the safety gates for a period of twenty four hours in each day at the point where its right-of-way crosses Anthony Boulevard in the City of Fort Wayne, Indiana.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Wabash Railway Company be and is hereby required to maintain and keep a man to operate the safety gates for a period of twenty four hours in each day at the point where its right of way crosses Anthony Boulevard in the City of Fort Wayne, Indiana.

SECTION 2.

That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY

(Ayes 16-Nays none)

We Hereby Certify, that the Common Council of the City of Fort Wayne, Ind. at a regular meeting, held on the 11 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1591

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 17 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 19 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1592

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Works, and Indiana Service Corporation, for the construction, maintenance, operation and use of a siding on Baltes Ave.

WHEREAS, on the 5th day of March, 1931, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with Indiana Service Corporation for the construction, operation, maintenance, use, renewal, replacement and repair of a siding on and along Baltes Avenue in the City of Fort Wayne, eastwardly from Spy Run Avenue, which contract is in the following words and figures, to-wit:

WHEREAS, Indiana Service Corporation is now the owner of and engaged in operating a system of street railway in the City of Fort Wayne, Indiana, a portion of which is located on Spy Run Avenue in said City and the city of Fort Wayne is about to construct a system of water works on real estate lying east of Spy Run Avenue and is desirous of having constructed a siding from said street railway tracks on Spy Run Avenue eastwardly along Baltes Avenue in said City, Now, THEREFORE,

THIS AGREEMENT, made and entered into this 5th day of March, 1931, by and between the City of Fort Wayne, Indiana, hereinafter called the "City" by and through its Board of Public Works, and Indiana Service Corporation, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the "Company," WITNESSETH.

THAT: For and in consideration of the several and mutual covenants herein contained it is hereby agreed by and between said parties as follows:

1. The City, by and through its Board of Public Works, under and by virtue of the power and authority granted by law to said Board, does hereby give and grant to the Company, its successors and assigns, subject to the conditions hereinafter expressed, permission and authority from and after the approval of this contract by the Common Council of said City by ordinance, to construct, maintain, use, replace, renew, repair and operate a standard street railway side track on and along Baltes Avenue in the City of Fort Wayne from Spy Run Avenue for a distance of approximately five hundred (500) feet, together with the necessary and suitable track turnouts and switches properly to connect said track with the existing street railway tracks of the Company on Spy Run Avenue, together with all necessary poles, wires, anchors, guy wires and appurtenances appertaining thereto for the proper construction, maintenance, repair, replacement, renewal, use and operation of such track.

2. The work of constructing said tracks and other appurtenances and appliances shall be done and performed in accordance with specifications therefor filed with the Board of Public Works of said City and to the satisfaction of said Board.

3. Said side track shall be located on such part of Baltes Avenue as shall be designated by the Board of Public Works of said City and the engineers engaged in the construction of said water works.

4. The Company agrees to complete the construction of said track and appurtenances on or before the 1st day of April, 1931. All of said track shall be laid under the supervision of and on lines designated by and with the approval of the City Engineer of said City.

5. The City agrees to pay one-half (½) of the cost of the construction of said track and one-half (½) of all costs of maintenance, renewal and repair of the same upon presentation of bills therefor to said City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

INDIANA SERVICE CORPORATION,
By H. E. VORDERMARK,
Vice-President.
Attest: F. H. SCHMIDT, Secretary
BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
By JOHN C. TRIER,
DAVID ERWIN
C. A. RAMSEY,
Attest: SCOTT S. SNYDER, Secretary
Approved W. FRUECHTENICHT
City Attorney

SECTION 1.

BE IT ORDAINED by the Comm on Council of the City of Fort Wayne, Indiana, that the foregoing contract, entered into between the City of Fort Wayne, by and through its Board of Public Works, and Indiana Service Corporation, as fully set forth in the preamble hereto, be and the same is hereby in all respects ratified, approve d and confirmed.

SECTION 2.

That this Ordinance be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG
(Ayes, 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 18 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1592

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 20 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 21 day of March, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1593

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Works, and Buesching Hagerman and Co., of Fort Wayne, for the erection and construction of a filtered water reservoir, and thr furnishing of all materials, e uipment, tools and building appliances and all labor, power and transportation necessary therefor, excepting cast iron pipe and special castings,,

WHEREAS, on the 7th day of March, 1931, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with Buesching Hagerman and Co. of Fort Wayne, Indiana for the erection, and construction of a filtered water reservoir, and the furnishing of all materials, equipment, tools and building appliances and all labor, power and transportation necessary therefore, excepting cast iron pipe and special castings, which contract is in the following words and figures, to-wit:

1 2 3 4

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 7th day of March, 1931, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation, party of the first part, hereinafter called the City, and Buesching, Hagerman and Co., of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for themselves and their heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. Contractor's Obligation to Construct.

It is agreed that the Contractor shall build an construct for the said City the filtered water reservoir and that he shall furnish all materials, all equipment, tools and building appliances and all labor power and transportation necessary therefor excepting cast iron pipe and special castings; and that all shall be done in full accordance with an conformity to the plans and specifications therefor which are hereto attached and made a part of this agreement.

Article 2. Extra Work.

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) per cent of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen (15%) per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workman, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restriction and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time.

It is agreed that the said Contractor will begin work under this contract within ten days after the signing of the agreement and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring Section A of the reservoir to that state of completion where it may be utilized for the storage of water for public use on or before the first day of July, 1931; and that he will bring the entire work to completion on or before the first day of December, 1931, except as such time limits may be advanced in accordance with the provisions of Article 4 herein; the time of beginning, rate of progress and rate of completion being considered as essental elements of the contract.

Article 4. Extension of Time.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Marys River not exceeding certain stages and a total duration of such stages as stated below

Stage of St. Marys River
at Spy Run Ave. bridge
Elevation U. S. G. S. datum
749.0
745.0

Total Duration in days
during period from date
of Contract to July 1, 1931,
2
10

shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of One Hundred ($100.00) Dollars for each and every working day that the said Contractor shall be in default. Said sum of One Hundred ($100.00) Dollars per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract.

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying set of drawings, 22"x34" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Filtered Water Reservoir", prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of January, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as co-operative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the

work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations.

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk" or "City Attorney" are used, it shall be understood to refer to the Mayor or Board of Public Works or City Clerk or City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materials or article shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Contractor's Office

The Contractor shall establish and maintain an office on the site of the work, or at some point convenient thereto, during the continuance of this contract, and shall have in said office at all times during working hours a representative authorized to receive and execute any and all orders given by the Engineer and such orders when given to and received by said representative shall be deemed to have been given to and received by the Contractor. The Contractor shall also provide and maintain a field office for the Engineer as hereinafter specified.

One of the vacated dwelling houses on the plant site will be made available, without charge, to the Contractor for his use as an office during the term of this contract.

Copies of the plans and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

Protection for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Responsibility for Adjoining Structures

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surface structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations. Damaged structures shall be repaired or replaced to the condition at the time of damage. Such repair or replacement shall be made by the Contractor or by the owner of the structure as directed by the Engineer.

Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the Engineer to remove, from injury by workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Sanitary Regulations

The Contractor shall at all times provide for his employees an abundant and convenient supply of drinking water, taken from the City's water supply system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the men.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of toilets, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne. The wages paid to common labor shall be not less than fifty (50) cents per hour.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. If such supply is taken from the mains of the City water distribution system the Contractor shall make arrangements and pay therefor in the manner prescribed by the water department regulations The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Property Rights in Surplus Materials

All excess materials excavated during the progress of the work which shall remain after all backfilling and grading has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the Three Rivers Park site of the filtration and pumping station under direction of the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to Pay Bills.

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 12. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following named unit and lump sum prices:

Item 1 (a) For piles cast in place by Raymond Concrete Pile Company in general accordance with their standard methods for tapered and permanently cased reinforced concrete piles, having a total length of piling left in place and accepted within certain ranges as shown in the following table, at and for the unit prices for the lengths within these certain ranges, as specified in the following table:

Total Length	Unit Prices per Lineal Foot of Piles
Less than 50,000 ft.,	One and 50/100 Dollars ($1.50)
From 50,000 to 55,000 ft.,	One and 50/100 Dollars ($1.50)
From 55 000 to 60,000 ft.,	One and 50/100 Dollars ($1.50)
From 60.000 to 65,000 ft.,	One and 45/100 Dollars ($1.45)
From 65,000 to 70,000 ft.,	One and 45/100 Dollars ($1.45)
From 70,000 to 75,000 ft.,	One and 35/100 Dollars ($1.35)
From 75,000 to 80,000 ft.,	One and 35/100 Dollars ($1.35)
From 80,000 to 85,000 ft.,	One and 35/100 Dollars ($1.35)
From 85,000 to 90,000 ft.,	One and 35/100 Dollars ($1.35).
From 90,000 to 95,000 ft.,	One and 30/100 Dollars ($1.30)
From 95,000 to 100,000 ft.,	One and 30/100 Dollars ($1.30)
More than 100,000 ft.,	One and 30/100 Dollars ($1.30)

Item 2 (a) For all other reservoir construction work complete, including concrete reinforcement bars of re-rolled rail steel, the lump sum of Two Hundred Thirty-Five Thousand Seven Hundred Seventy-seven and no/100 ($235,777.00) Dollars.

Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any errors or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of Article 2 of this agreement on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of this agreement. Upon the acceptance of the completed work by the Board of Public Works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischarge obligations of the Contractor for labor, materials or equipment furnished for the work in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FORT WAYNE, INDIANA.
By WM J. HOSEY, Mayor;
BOARD OF PUBLIC WORKS:
JOHN C. TRIER.
DAVID ERWIN,
C. A. RAMSEY.
ATTEST: SCOTT S. SNYDER.
Secretary.

Approved: WM. J. HOSEY, Mayor.
Approved as to form and execution:
WM. FRUECHTENICHT, City Attorney.
BUESCHING, HAGERMAN AND CO.,
By THEO. H. BUESCHING,
WILLIAM C. HAGERMAN.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the foregoing contract, entered into between the City of Fort Wayne, by and through its Board of Public Works, and Buesching

Hagerman and Company, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG

(Ayes, 15----Nays, one)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Ind., at a Special meeting, held on the 18 day of March, 1931, by amajority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1593

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 20 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 21 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PRINTED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1594

An Ordinance ratifying and approving a contract between the City of Fort Wayne, by and through its Board of Public Works, and John Dehner, Incorporated, of Fort Wayne, Indiana, erection and construction of the St. Mary's feeder main, and the furnishing of all materials, equipment, tools, and buildings appliances, and all labor, power and transportation necessary therefor, excepting cast iron pipes, special castings and valves.

WHEREAS, on the 7th day of March, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with John Dehner, Incorporated, for the erection and construction of the St. Mary's feeder main, and the furnishing of all materials, equipment , tools, and building appliances and all labor, power and transportation necessary therefor, excepting cast iron pipes, special castings and valves, which contract is in the following words and figures, to-wit:

AGREEMENT

THIS MEMORANDUM OR AGREEMENT, made this 7th day of March, 1931, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation, party of the first part, hereinafter called the City, and John Dehner, Incorporated, of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved May 6, 1905, and all acts amendatory thereof and supplementary thereto. WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENTS:

Article 1 . Contractor's Obligation to Construct

It is agreed that the Contractor shall build and construct for the said City the St. Mary's River feeder main; and that the Contractor shall furnish all materials, all equipment, tools and building appliances, and all labor, power and transportation necessary therefor, excepting cast iron pipe, special castings and valves; and that all shall be done in full accordance with and conformity to the plans and specifications which are hereto attached and made a part of this agreement.

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workman, and his rate of pay, together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the said Contractor will begin work under this contract within ten days after the signing of the agreement, and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to full completion on or before the first day of June, 1931, except as such time limit may be advanced in accordance with the provisions of Article 4 herein; the time of beginning, rate of progress and rate of completion being considered as essential elements of the contract.

Article 4. Extension of Time

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delays shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Mary's River not exceeding certain stages and a total duration of such stages as stated below:

Stage of St. Marys River at Spy Run bridge U. S. G. S. datum	Total Duration in days during period Ave. Elevation from date of Contract to June 1, 1931
749.0	2
745.0	10

shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fall in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of One Hundred Dollars ($100.00) for each and every working day that the said Contractor shall be in default. Said sum of One Hundred Dollars ($100.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign either legally or equitable, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should persistently or repeatedly fail to supply enough properly skilled workmen or suffeicent suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative servi es, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying set of drawings, 22" x 34" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, St Mary's River Feeder Main," prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of January, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect reference shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied by the Contractor during the progress of the work, as he may deem necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as co-operative. Any work called for in the plans and not specifically

"City Clerk" or "City Attorney" are used, ticularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor," "Board of Public Works," "City Clerk" or 'City Attorney" are used, it shall be understood to refer to the Mayor or Board of Public Works or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the

Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Contractor's Office

The Contractor shall establish and maintain an office on the site of the work, or at some point convenient thereto, during the continuance of this contract, and shall have in said office at all times during working hours a representative authorized to receive and execute any and all orders given by the Engineer and such orders when given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Copies of the plans and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work, and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Responsibility for Adjoining Structures

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surface structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations. Damaged structures shall be repaired or replaced to the condition at the time of damage. Such repair or replacement shall be made by the Contractor or by the owner of the structure as directed by the Engineer.

Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the Engineer to remove, from injury by workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transportation and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Sanitary Regulations

The Contractor shall at all times provide for his employees an abundant and convenient supply of drinking water, taken from the City's water supply system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the men.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of toilets, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne. The wages paid to common labor shall be not less than fifty (50) cents per hour.

Workmen's Compenation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. If such supply is take from the mains of the City water distribution system the Contractor shall make arrangements and pay therefor in the manner prescribed by the water department regulations. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interests which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Property Rights in Surplus Materials

All excess materials excavated during the progress of the work which shall remain after all backfilling and grading has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the Three Rivers Park site of the filtration and pumping station under direction of the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to Pay Bills.

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements satisfactory evidence, that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 12. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following named unit prices:

Item 1. For laying 24-inch feeder main, the unit price of two and 51-100 dollars ($2.51) per lineal foot of main.

Item 2. For installing valve manholes and appurtenances, the unit price of one hundred seventy-one and no-100 dollars ($171.00) per manhole.

Item 3. For concrete encasement of main at railroad and stream crossings, the unit price of three and 50-100 dollars ($3.50) per lineal foot of main encased.

Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of Article 2 of this agreement on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of this agreement. Upon the acceptance of the completed work by the Board of Public Works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

City of Fort Wayne, Indiana

By WM. J. HOSEY
Mayor

Board of Public Works
JOHN C. TRIER
DAVID ERWIN
C. A. RAMSEY

Attest:
SCOTT S. SNYDER
Secretary

JOHN DEHNER, Inc.

By JOHN DEHNER
Sec-Treas.

Approved: WM. J. HOSEY.
Mayor

Approved as to form and execution:
WM. FRUECHTENICHT.
City Attorney

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract, entered into between the City of Fort Wayne, by and through its Board of Public Works, and John Dehner, Incorporated, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes, 16-nays none)

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 18 day of March, 1931, by a majority vote af all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1549

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 20 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 21 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1595

An Ordinance changing and amending the symbols and indications of a part of section 5 of the map which is a part of a General Ordinance no. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928.

SECTION 1.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 5 of the Zoning Ordinance of the City of Fort Wayne, known as Ordinance No. 1436, as above described, be changed from those of a B district to those of a C district on lots numbered 29, 30, 31, 32, 89, 90, 91, 92, 149, 150, 151, 152, 209, 210, 211, 212, of the Drexel Park Addition and lots numbered 52, 53, 80, 81, 82, 83, of the Kryder Addition extended and lots numbered 1, 2, 3, 4, 5, 6, Oxford Place Addition and lots numbered 241, 242, 375, 376, 377, 378, 511, 512, of the Drexel Park Second Addition and lots numbered 153, 154, 155, 156, 197, 198, 199 200 of the Weiser Park amended Addition.

To the City of Fort Wayne, Allen County, Indiana and said area be known as C District.

SECTION 2.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES LENZ
(Ayes 16- Nays noen)

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 18 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1595

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 20 day of March, 1931.

L. E. PRANGER
CITY CLERK

Approved this 21 day of March, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1596

An Ordinance providing for the selling of one frame dwelling located on Lot Number 61, Baltes and Romy's Addition to the City of Fort Wayne, Indiana, and 1 frame dwelling located on the rear of Lot Number 40 Baltes and Romy's Addition to the City of Fort Wayne, Indiana, and 1 Cement block dwelling located on Lot Number 41, Baltes and Romy's Addition to the City of Fort Wayne, Indiana, and providing for the appointment of appraisers.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Works, is hereby authorized to sell and dispose of one frame dwelling located on Lot Number 61, Baltes and Romy's Addition to the City of Fort Wayne, Indiana, and one frame dwelling located on the rear of Lot Number 40 Baltes and Romy's Addition to the City of Fort Wayne, Indiana, and one Cement Block dwelling located on Lot Number 41 Baltes and Romy's Addition to the City of Fort Wayne, Indiana. Selling to take place upon an appraisement first being made as required by law. The City Attorney is hereby authorized to arrange for the appointment of three (3) appraisers by the Allen Circuit Court of Allen County, Indiana.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN LINDENBERG

(Ayes, 15-Nays, none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1596

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 3 day of April, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1597

An Ordinance providing for the selling of One Seagrave Aerial Truck used by the Fire Department of the City of Fort Wayne, Indiana, and the appointment of appraisers.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Safety is hereby authorized to sell and dispose of one Seagrave Aerial Truck used by the Fire Department of the City of Fort Wayne, Indiana, Selling to take place upon an appraisement first being made as required by law. The City Attorney is hereby authorized to arrange for the appointment of three (3) appraisers by the Allen Circuit Court of Allen County, Indiana.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHAS. LENZ
(Ayes, 15-Nays, none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1597

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of March, 1931.

L. E. PRANGER
City Clerk

Approved this 3 day of April, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1598

An Ordinance ratifying and approving a certain contract made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Tri-State Disposal Company, providing for the collection and disposal of the garbage in the City of Fort Wayne, Indiana, for the period commencing at midnight on March 31st and ending at midnight on August 15th, 1931.

WHEREAS, on the 26th day of March, 1931, the City of Fort Wayne Indiana, by and through its Board of Public Works, Party of First part, entered into a contract with the Tri-State Disposal Company, Party of the Second Part, by the terms of which the contractor is to collect and dispose of the garbage in the City of Fort Wayne, Indiana, for the period commencing at midnight on March 31st and ending at midnight on August 15th 1931, which contract is th the words and figures as follows, to wit:

THIS AGREEMENT made and executed in duplicate this 26th day of March 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public works, hereinafter called the "City", party of the first part, and the Tri-State Disposal Company, hereinafter called the "Contractor", party of the second part, WITNESSETH:

THAT WHEREAS an esixtent contract existing between said parties dated January 11, 1921, providing for the collection and disposal of garbage accumulated in the City of Fort Wayne, is about to expire and will expire on March 31st, 1931, and,

WHEREAS, said City has made diligent effort to advertise and secure bids for a contract providing for the collection and disposal of garbage thereafter, and pursuant to such effort did enter into a contract with a certain bidder, which contract was duly executed by said City and said contractor and submitted to the City Council of the City of Fort Wayne for its approval as required by law, and,

WHEREAS, said City Council failed to grant their approval of said contract as required by law, to make the same effective, and thereafter insufficient time existed to permit said City to again advertise for and recieve bids for the collection and disposal of garbage in the City of Fort Wayne commencing with the first day of April, 1931, and,

WHEREAS, said City has determined upon an entire change of policy in reference to its plan of collecting and disposing of garbage which includes the erection and operation of a modern incinerator, and advertisements have already been started asking for bids for the erection of such an incinerator, bids for which, according to said advertisements, will be received on April 14, 1931, and,

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WHEREAS, an emergency therefore has occured and exists in the necessity for the City to provide proper menas of collecting and disposing of garbage in said City between the 31st day of Marc , 1931, and the time when such proposed incinerator can be erected and put in operation, NOW

THEREFORE, inconsideration of the premises and mutual covenants of the parties hereinafter set forth, it is hereby covenanted and agreed between said parties as follows:

That the Contractor in consideration of the payments to be made it by the City as hereinafter set forth, hereby covenants and agrees to collect, receive, accept from and in a satisfactory and efficient manner remove at least two miles out of said City, and dispose of, all garbage that may be produced or occur, or be within the limits of said City, and collect, recirve and dispose of all cans, old bottles, broken glass and glassware, broken dishes, and broken crockery, occuring or being in said City for and during the term commencing at midnight on March 31st, 1931 and ending at midnight on August 15th, 1931; the said collection, removal and disposition to be done and performed in accordance with the following terms, conditions and specifications, TO-WIT:

1. The word "Garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fruit, or vegetable matter that attends the pr3paration, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, fruit or vegetables and all food stuffs condemned as unfit for use by the proper authorities, and shall include garbage wrapped in paper or its equivalent, but shall not include butcher offals. Provided, however, that the City does not in any way guarantee the contents of the wrapped packages placed in cans for collection as garbage and shall not in any way be held liable, and said contractor shall not in any way be released from any of its obligations of this contract, in case of any of said packages shall include anything but garbage.

2. The Contractor shall divide the City into districts and locate and arrange collection routes for all of said City to the approval of the Board of Public Works.

3. Garbage shall be collected, at least once each day, exclusive of Sundays and legal holidays, from all hotels, hospitals, fish stores, restaurants, eating houses and other places of business including grocery stores and wholesale stores and establishments, where and when such daily collection is necessary in the opinion of the Board of Health of said City, to maintain proper and sanitary conditions. Provided, however, that from all hotels and restaurants producing 100 pounds or more of garbage a day, daily collections shall be made and on the days preceding Sundays and holidays two collections of garbage shall be made from all such hotesl and restaurants, the last one on each such day to be made not earlier than two o'clock P. M.

The Contractor shall collect such garbage from a place on the premises of such hotels and restaurants to be selected by the proprietors thereof from closed water tight metal cans furnished with tightly fitting covers of a size to be determined by such hotel and restaurant proprietors but not to exceed in size thirty-two (32) gallons capacity each, the said cans as to design and character to be approved by the Board of Public Works, and to be furnished by such hotel and restaurant proprietors.

4. From all other parts and places of the City other than as specified in cluase 3 above, garbage shall be collected at least twoce in each week commencing May 18, 1931, and continuing during the months of June, July and August; and collected at least once in each week during the month of April and the month of May until the 18th day thereof. Provided, however, that emergency collections of garbage shall be made at any time from any place or places within twelve hours after the Board of Works shall have given to the contractor notice to that effect, of which need for emergency collection or collections, The Board of Works shall be the sole Judge.

5. All collection of garbage shall be made in steel, water tight and non-leakable tanks with openings only in the top thereof, fitted with tarpaulin covers, which shall be kept tightly closed while passing through the streets of said City; the said receptacles as to design and character to be approved by said Board of Public Works, and to be kept at all times in good condition and neat and well painted.

6. The Contractor shall provide to the approval of said Board of Works apparatus and appliances for the thorough cleansing and purification of said tanks for said collections and shall keep said tanks ina clean and sanitary condition.

7. All garbage collected under the providions of this contract shall be transported at least two miles outside of the limits of said City, as now or hereafter established, before being disposed of.

8. All garbage to be collected, except garbage from hotels and restaurants producing 100 pouind or more of garbage a day, shall be placed for collection by the owners or producers thereof, in water tight metal receptacles, of the form and kind approved by the said Board of Works, the same to be of not more than twenty (20) gallon capacity, and the said receptacles to be placed conveniently for collection by the contractor, within five (5) feet adjoining an alley, where possible, or if not there, at an easily accessible spot in reference to the manner in which collections must be made; and the contractor shall not be required to collect any garbage, which in the opinion of the Board of Public Works, is not placed conveniently accessible for collection.

9. The said Contractor shall during the term of this contract have the exclusive right and privilege of collecting and hauling garbage upon,

over or across any of the streets, alleys or public places in said City. Provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetables or other food stuffs shall have the right to dispose of the garbage produced or occuring in the said business by transporting the same at least two miles out of said City in all things in accordance with the provisions of Paragraph 5 of this Contract.

10. All cans, old bottles, broken glass and glassware, broken dishes and broken crockery, shall be collected by the contractor throughout said City in a sanitary manner, at least once every four weeks and as much oftener as shall be required by the Board of Public Works; Provided, however, that all such articles to be collected shall be conveniently placed for collection as provided for herein for garbage and that the said articles shall be kept separately from the garbage, and be placed in a suitable container, paper cartons prohibited, to be emptied by said contractor. Said materials to be disposed of subject to the approval of the Board of Public Works.

11. The said contractor expressly agrees to keep its plant and collection and removal facilities in condition to collect and to remove all the garbage and other articles herein provided for, and to make such additions and enlargements to their plant, property and collection apparatus and facilities from time to time as the increased amounts of such garbage and other articles may require during the term of this agreement.

12. Should the contractor fail to collect or remove, or properly dispose of the garbage and other matters herein provided for, in accordance with the terms of this contract, for a period of five (5) days, the said Board of Public Works may, at its option, cuase all such garbage and other articles to be collected and disposed of, and any and all expense which may be incurred by said City, shall be payable by the contractor weekly on demand, or may be retained by the City out of any moneys due the contractor under this contract; and should the said contractor be in continuous default in the collection or removal or disposal of said garbage or other articles for a period of ten (10) days, Acts of Providence excepted, the City shall have the right, at its option, to take over and operate any or all of the said contractor's equipment, property, plant or collection facilities and apparatus and disposal plant or plants, until such time as said contractor shall satisfy the said Board of Public Works that it is ready and able to comply with the contract.

13. In the event of the failure on the part of the Contractor to carry on its operations of collection and removal two miles beyond the corporate limits of said City, as now or hereafter established, and the disposal of all such garbage in all things in a sanitary manner, and with due regard to the safety of life, health or property, the Board of Health of said City, or the Board of Health of said Allen County shall serve a written notice on the contractor, setting forty the particulars of such

failure, and the said matters complained of shall thereupon be remedied within ten (10) days from the date of the service of said notice.

14. Said contractor further agrees that during said term it will collect and dispose of all dead dogs and cats and all pet animals and fowl in said City within six (6) hours after notification.

15. The said contractor shall during the period of this contract maintain and office in the said City of Fort Wayne, and any notice or complaint of said City, or any of its Boards or Officials, may be served on the contractor by delivering the same at its office during the usual business hours, or by mailing the same by United States registered mail, addressed to the said contractor at Fort Wayne, Indiana.

16. The City expressly agrees to pay said contractor for the full and complete performance of all its covenants and agreements herein, as follows: Four Thousand, Five Hundred and Fifty-Two Dollars ($4,552,00) for the month of April, 1931, Five Thousand, Four Hundred and Twenty-Six Dollars ($5,426.00) for each of the months of May, June and July, and Two Thousand, Nine Hundred and One Dollars ($2,901.00) for the first fifteen (15) days of August, all in 1931. Said payments to be made in equal semi- monthly installments not later than the 5th and 20th days of each month during the period covered by this contract.

17. It is further agreed that said contractor shall have the right to charge and receive additional compensation from any one dealing in or storing fish, fowl, fruits or vegetables, where the daily garbage collection from such party averages more than three hundred (300) pounds; and that in all cases where fruits or vegetables shipped in car load lots are condemned as unfit for food and ordered destroyed by the proper public authorities, that then and in that event said contractor shall have the right to charge and receive additional compensation for the removal thereof; and that said contractor shall also have the right to charge and receive additional compensation per month from any person who keeps his garbage can above the ground floor or otherwise than as prescribed herein; all of said additional charges, however, to be subject to the approval of said Board of Public Works. It is expressly understood and agreed, however, that in no event shall said City be in any way liable for the payment or collection of any such additional charge or charges. Provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetalbes or other food stuffs, shall have the right to dispose of the garbage produced or occuring in the said business, as provided in paragraph 9 of this contract

18. The contractor further agrees that in the carrying on of the work herein provided for, all proper skill and card shall be exercised and all due and proper precautions used to prevent injury to any property, person or persons, and that the City shall be indemnified and saved harmless from any and all liability whatsoever, growing out of any injury or damage to property or persons because of any neglect or fault of said contractor, its agents, or employees in the carrying out of this contract, or any matters connected therewith, or related thereto; and that it will on notice given it by said City, defend, at its own expense, any action, or suit brought against said City because of any work or other acts done by the contractor under the terms hereof; and will pay any judgment which may be obtained against said City by reason of any work or acts done hereunder by said contractor, its agents or employees; and that said contractor will pay any damages to any persons or property, public or private, that may be caused through negligence in the performance of this contract. The said contractor further agrees that on or febore the 1st day of April, 1931, it will execute and furnish to said City a bond in the penal sum of Ten Thousand Dollars ($10,000.00) payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned that the said contractor will carry out the provisions of this Paragraph.

19, And in all work performed hereunder and in the disposal of said garbage, the contractor expressly agrees to comply strictly with all city ordinances now in force, or that may hereafter be adopted applicable thereto, and to comply with and be subject to the orders and regulations of the Board of Health, or health authorities, or other legal authorities of said City, and to doall the work herein provided for, in all things in conformity with the laws of the State of Indiana now in force, or that may hereafter be enacted; and the rules, regulations and ordinances of the City of Fort Wayne now in force, or that may hereafter be enacted applicable hereto, and all traffic rules and regulations and ordinances and to obtainat its own expense, all permits and livenses necessary to carry on the work herein provided for.

20. Said contractor further agrees that on or before the 1st day of April, 1931, it will execute and furnish to said City a bond in the penal sum of Fifteen Thousand Dollars, ($15,000.00), payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned, Acts of Providence excepted, that said contractor for and during the term of this contract, will faithfully and fully comply with the provisions of this contract in all respects and pay all damages that may be sustained by reason of any failure or refusal to comply with any of the terms hereof. The surety on each of said bonds to be to the approval of the said Board of Public Works and it is expressly agreed and understood that the failure on the part of said contractor to furnish any one of said bonds as hereinBefore provided for, on or before the respective dates specified hereby shall be a breach of this contract, and

upon any such failure the said City shall have the right at its option to declare this contract terminated and be entitled to avail itself of any of the remedies provided in this contract for said City on the termination thereof.

21. It is expressly agreed and understood that this contract is subject to the approval by ordinance of the Common Council of said City.

22. The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, certifying that he has complied with Sections 5, 68 and 69 of the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act approved March 14, 1929 (Acts 1929, page 536), being Section 9459 of Burns Annotated Indiana Statutes, Volume IV.

23. It is further agreed that said City shall have and is hereby granted the right and option to terminate this contract before the expiration of the term hereinbefore stated by giving the contractor five days written notice of its intention to so terminate the contracr; provided, however, that such right shall accrue to the City only upon condition that its proposed incinerator shall be completed and ready for operation within the time of said notice.

And in the event of such termination it is agreed that for any number of days service rendered by the contractor, and then unpaid for, that the contractor shall receive as compensation for such service a daily rate which shall be computed at the rate of 1/30 per day of the amount hereinbefore provided as the monthly compensation of the contractor for the month or months during which such days service may be rendered.

WITNESS the hands and seals of said parties this 26th day of March, 1931.

CITY OF FORT WAYNE, IND.

(signed) John Trier
David Erwin
C. A. Ramsey

ATTEST: Scott S. Snyder (Signed)
Secretary

BOARD OF PUBLIC WORKS

TRI-STATE DISPOSAL CO.

(signed) Walter J. Fishering
Secretary

(SEAL)

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract made and entered into on the 26 day of March, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Tri-State Disposal Company, providing for the collection and disposal of the garbage in the City of Fort Wayne, Indiana, for the period commencing at midnight on March 31 and ending at midnight on August 15, 1931, and which contract is more fully set out in the preamble hereto, is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

(Suspended)

J. J. PERREY
A. J. DEITSCHEL

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 28 day of March, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1598

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 3 day of April, 1931.

L. E. PRANGER
City Clerk

Approved this 8 day of April, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1599

An Ordinance extending the city limits of the City of Fort Wayne, Indiana, and annexing certain territory, and making such territory a part of the 6th, 11 th, and 7th wards of said city of Fort Wayne, Allen County, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the city limits of the City of Fort Wayne, Indiana, be extended, and that the following described territory be annexed and incorporated in the City of Fort Wayne, and that said territory be made a part of the 6th, 11 th and 7th wards, which territory is described as follows, to wit:

Sub-Section A. Commencing at the intersection of the center line of Pettit Avenue and the center line of South Wayne Avenue; thence south along the center line of South Wayne Avenue produced south to the south line of Section 23, Township 30 North, Range 12 East; thence west on the south line of Section 23, Township 30 North, Range 12 East, to the east bank of the St. Mary's River; thence in a northwesterly direction following the east bank of the St. Mary's River to the center line of Hartman Road; thence north along the center line of Hartman Road to the center line of Pettit Avenue, produced westward; thence east along the center line of Pettit Avenue, produced westward and Pettit Avenue to the center line of South Wayne Avenue, the place of beginning which territory shall be a part of the 6th Ward, and

Sub-Section B. Commencing at the intersection of Calhoun Street and Pettit Avenue; thence south along the center line of Calhoun Street to the center line of Southern Street (Paulding Road); thence west along the center line of Southern Street (Paulding Road) and the south line of Section 23, Township 30 North, Range 12 East, to the center line of South Wayne Avenue, produced south; thence north along the center line of ~~Fairfield Avenue; thence~~ South Wayne Avenue, produced to south along the center line of Pettit Ave.; thence east along the center line of Pettit Ave. to the center line of Fairfield Avenue; thence south along the center line of Fairfield ave. to the North line of Lot No. 100 Fairfield Terrace Addition, Section A Amended; thence Northeast along the north line of said Lot No. 100 to the center of the alley east of Fairfield Avenue; thence northwest along the center line of the alley east of Fairfield Avenue to the north line of Lot No. 101, Fairfield Terrace Addition, Section A amended; thence Northeast along the north line of said Lot No. 101 to the center line of Buell Drive; thence south along the center line of Buell Drive to the north line of Lot No. 102 Fairfield Terrace Addition, Section A amended; thence east along the north line of said Lot No. 102 to the Northeast corner of said Lot; thence south along the east line of said Lot No. 102 to the northwest corner

of Lot No. 104 Fairfield Terrace Addition, Section A amended; thence east along the North line of said Lot No. 104 to the center line of Hoagland Avenue; thence south along the center line of Hoagland Avenue to the south line of Lot No. 71 Belmont Addition; thence east along the south line of said Lot No. 71 to the center line of the alley east of Hoagland Avenue; thence north along the center line of the alley east of Hoagland Avenue to Pettit Avenue; thence east along the center line of Pettit Avenue to the center line of Calhoun Street; thence south along the center line of Calhoun Street to the center line of Pettit Avenue, place of beginning, which territory shall be a part of the 11 th ward, and

Sub-Section C. Commencing at the intersection of Calhoun St. and Pettit Avenue; thence east along the center line of Pettit Avenue to a point of 665 feet east of the center line of Calhoun Street, thence south on a line that is parallal to and 665 feet east of the center line of Calhoun Street to the center line of Southern Street (Paulding Road) thence west along the center line of Southern Street (Paulding Road) to the center line of Calhoun Street; thence north along the center line of Calhoun Street to Pettit Avenue, the place of beginning, which territory shall be a part of the 7th ward.

Section 2. That this Ordinance shall be in full force and effect after its passage and approval by the Mayor.

CHAS. F. HESS

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of April, 1931, by a majority vote of all rembers elect, did pass the ordinance hereunto attache , and known as

GENERAL ORDINANCE NO. 1599

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 21 day of April, 1931.

L. E. PRANGER
City Clerk

Approved this 23 day of April, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1600

An Ordinance authorizing the Board of Public Works to purchase the following described real estate, to wit: The North Fifty (50) feet of Lot No. 26 Gesaman's Addition to the City of Fort Wayne, Allen County, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the City of Fort Wayne by and through its Board of Public Works is hereby authorized and empowered to purchase at a price not exceeding Two Thousand Dollars ($2,000.00), the following described real estate located in the City of Fort Wayne, Allen County, Indiana, to wit: The North Fifty (50) feet of Lot No.26 Gesaman's Addition.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JACOB HARTMAN
(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of April, 1931, by a majority vote of all Members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1600

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 21 day of April, 1931

L.E. PRANGER
City Clerk

Approved this 23 day of April, 1931

M. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1601

An Ordinance changing and amending the symbols and indications of a part of Section 6 of the map which is a part of a General Ordinance No. 1436, and the same being an Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed or specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928".

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 6 of the Zoning Ordinance of the City of Fort Wayne, known as Ordinance No. 1436, as above described, be changed from those of a B district to those of an E district on the land situated in the city of Fort Wayne; County of Allen, State of Indiana, and described as follows, to wit:

All of the land bounded on the west by Pitt Street, on the east by Slataper Street, on the south by Wayne Trace and on the north by the first alley north of Wayne Trace.

Also ~~of~~ all of the land bounded on the west by Slataper Street, on the east by the first alley east of Raymond Street, on the south by Wayne Trace and on the north by the north line of the Pittsburgh, Fort Wayne and Chicago Railway Company's right of way.

That the Symbols and indications of said section of said ordinance be changed from those of a C to those of an E district on all of the land bounded on the west by the first alley east of Raymond Street, on the east by Edsall Avenue, on the south by Wayne Trace and Pontiac Street and on the north by the south line of Lots 107, 103, 61, 65, 29, 19 and 10 Slataper's Addition and the south line of Lot 108 Abbott's Addition to the City of Fort Wayne; and said area be known as E. district.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD
(Ayes 16-nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of April, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1601

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 21 day of April, 1931

L. E. PRANGER
City Clerk

APPROVED THIS 23 day of April, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1602

An Ordinance changing and amending the symbols and indications of a part of Section 2 of the map which is part of General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines, and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of the City of Fort Wayne passed November 13, 1928."

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 2 of the Zoning Ordinance of the City of Fort Wayne, known as General Ordinance No. 1436, as above described, be changed from those of a B district to those of a C district on Lots Numbered 1, 2 and 3 in John H. Vesey's Third Addition; Lots Numbered 3, 4, 5, 6 and 7 in block No. 1 in Irvington Park Addition; alos Lot A in Penn Place Addition, and unplatted groung on the East side of Clinton Street and State Road No. 27, beginning at the intersection of the East line of Clinton Street with the North line of Lot A in Penn Place Addition and running North to the City Limits of Fort Wayne, and bordered on the East by Lots Numbered 22 and 23 in Penn Place Addition to the City of Fort Wayne, Indiana, and said area to be known as a C district, and that all buildings or structures that might be erected on said real estate shall be in a C district.

Section 2. That this Ordinance shlal be in full force and effect from and after its passage and approval by the Mayor.

CHARLES LENZ
(Ayes, 16- Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 29 day of April, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1602

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 1 day of May, 1931.

L. E. PRANGER
City Clerk

Approved this 11 day of May, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1603

An Ordinance regulating traffic on the streets in the City of Fort Wayne, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That all parking from 12 o'clock noon to 8:30 o'clock P. M. shall be prohibited on the east side of Fairfield Ave. from the south side of Downing Street to the North side of Wildwood Avenue.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES F. HESS
(Ayes 16- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1603

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16 day of May, 1931.

L. E. PRANGER
City Clerk

Approved this 23 day of May, 1931.

WM. J. HOSEY
Mayor

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GENERAL ORDINANCE NO. 1604

An Ordinance providing for the licensing of itinerant merchants.

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That every person, firm or corporation engaged in carrying on the business of selling at retail any goods, wares or merchandise at any room or rooms in any hetel, lodging house or apartment house, whether for immediate or future delivery, shall pay to this city a license tax of One Hundred Dollars ($100.00) per day for each and every day during which said person, firm or corporation purposes to continue such business; Provided, however, that the provisions of this ordinance shall not apply to any person, firm or corporation having a legal and permanently established place of business in such hotel, lodging house or apartment house, nor to the bona fide agents of wholesalers or jobbers who are engaged in selling goods, wares or merchandise to retail merchants for resale.

Section 2. Any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not less than One Hundred Dollars ($100.00) nor more than Five Hundred Dollars ($500.00) for each offense, and each day's violation thereof shall be deemed a separate offense.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication thereof.

CHARLES LENZ
(Ayes 16- Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana at a Regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1604

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16 day of May, 1931.

L. E. PRANGER
City Clerk

Approved this 23 day of May, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1605

An Ordinance regulating traffic on the streets of the City of Fort Wayne, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That vehicular traffic shall move only in the indicated direction on the following described street, to wit: Chestnut Street from Birchwood Avenue to Fleetwood Avenue. A sign indicating the direction of traffic shall be erected and maintained at every intersection where movement in the opposite direction is prohibited.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY
(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1605

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16 day of May, 1931

L. E. PRANGER
City Clerk

Approved this 23 day of May, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE NO. 1606

An Ordinance changing the names of certain streets and Avenues in the City of Fort Wayne, Allen County, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the following described streets and avenues shall hereafter be known and called by the following names:

(a) Graham Street from Schele Avenue to Fenker Avenue, to be known as and called Raymond Street;

(b) Minalpen Avenue from Schele Avenue to Slataper Street, to be known as and called McCormick Avenue;

(c) Slataper Street from Minalpen Avenue to Fenker Ave. to be known as and called McCormick Avenue;

(d) Harvester Avenue from Wayne Trace to Fenker Avenue, to be known as and called Julian Street;

(e) Raymond Street from Wayne Trace to Fenker Avenue, to be known as and called Lee Street.

(f) Filician Street from Wayne Trace to Fenker Avenue, to be known as and called Pioneer Street.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY
(Ayes 16- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1606

M. L. BURNS
President

L. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16 day of May, 1931.

L. E. PRANGER
City Clerk

Approved this 23 day of May, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1607

An Ordinance ratifying and approving a certain contract and agreement made by and between the Terminal Service Company of Cincinnati, Ohio, party of the first part, and the City of Fort Wayne, Indiana, party of the second part, by and through its Board of Public Works, on the 28 day of April, 1931.

WHEREAS on the 28 day of April, 1931, the City of Fort Wayne, Indiana, entered into a certain contract and agreement with the Terminal Service Company of Cincinnati, Ohio, by the terms of which contract, the said Terminal Service Company of Cincinnati, Ohio agreed to collect, receive, accept from and in satisfactory and efficient manner, remove and dispose of, by incineration, all garbage that may be produced or occur, or be within the limits of said City, and collect, receive and dispose of all cans, old bottles, broken glass and glassware, broken dishes, and broken crockery, occuring or being in said City for and during the term of ten (10) years from the fifteenth day of August, 1931, and which contract and agreement is in the following words and figures, to wit:

This agreement made this 28 day of April, 1931, by and between the Terminal Service Company of Cincinnati, Ohio, party of the first part, hereinafter called the "Contractor", and the City of Fort Wayne, in Allen County, Indiana, party of the second part, hereinafter called the "City" by and through its Board of Public Works.

WITNESSETH:

That the Contractor in consideration of the payments to be made it by the City as hereinafter set forth, hereby covenants and agrees to collect, receive, accept from and in a satisfactory and efficient manner, remove and dispose of, by incineration, as hereinafter provided, all garbage that may be produced or occur, or be within the limits of said City, and collect, receive and dispose of all cans, old bottles, broken glass and glassware, broken dishes, and broken crockery, occuring or being in said City for and during the term of ten (10) years from the fifteenth day of August, 1931; the said collection, removal, incineration and disposition to be done and performed in accordance with the following terms, conditions and specifications, to-wit:

1. The word "Garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that attends the preparation, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, fruit or vegetables and all food stuffs condemned as unfit for use by the proper authorities, and shall include garbage wrapped in paper or its equivalent,

but shall not include butcher offals. Provided, however, that the City does not in any way guarantee the c ntents of the wrapped packages placed in cans for collection as garbage, and shall not in any way be held liable, and said contractor shall not in any way be released from any of its obligations of this contract, in case any of said packages shall include anything other than garbage.

2. The Contractor shall divide the cityinto districts and locate and arrange collection routes for all of said City to the approval of the Board of Public Works.

3. Garbage shall be collected, at least once each day, exclusive of Sundays and legal holidays, from all hotels hospitals, fish stores, restaurants, eating houses and other places of business including grocery stores and wholesale stores and establishments, where and when such daily collection is necessary in the opinion of the Board of Health of said City, to maintain proper and sanitary conditions. Provided, however, that from all hotels and restaurants producing 100 pounds or more of garbage a day, daily collections shall be made and on the days preceeding Sundays and holidays, two collections of garbage shall be made from all such hotels and restaurants, the last one on each such day to be made not earlier than two o'clock P. M. The Contractor shall collect such garbage from a place on the premises of such hotels and restaurants to be selected by the proprietors thereof from closed water tight metal cans furnished with tightly fitting covers of a size to be determined by such hotel and restaurant proprietors but not to exceed in size in size thirty-two (32) gallons capacity each, the said cans as to design and character to be approved by the Board of Public Works, and to be furnished by such hotel and restaurant proprietors.

4. From all other parts and places of the City other than as specified in Clause 3 above, garbage and tin cans shall be collected at least twice in each week during the months of May, June, July, August, September and October; and collected at least once in each week during the months of November, December, January, February, March and April. Provided, however, that emergency collections of garbage shall be made at any time from any place or places within twelve hours after the Board of Works shall have given to the contractor notice to that effect, of which need for emergency collection or collections, the Board of Works shall be the sole judge.

5. All collection of garbage and tin cans shall be made in steel, water tight and non-leakable tanks with openings only in the top thereof, fitted with tarpaulin covers, which shall be kept tightly closed while passing through the streets of said City; the said receptacles as to design and character to be approved by said Board of Public Works, and to be kept at all times in sanatary condition and neat and well painted.

6. The Contractor shall provide to the approval of said Board of Works apparatus and appliances for the thorough cleansing and purification of said tanks for said collections and shall keep said tanks in a clean and sanitary condition.

7. The Contractor shall erect, construct and maintain and operate an incinerator of fire proof construction with facilities throughout for increasing the capacity at any time, with all furnace units of recognized modern standard type. Operation of said incinerator to be modern, sanitary and odorless and a minimum temperature of 1400° Fahrenheit shall be maintained in the combustion chamber during incineration. Incinerator to be not less than of a 150 ton rated daily capacity, and to be maintained at all times in first class condition and operated so that the same will not be offensive to the neighborhood or community in which the same may be located. Incinerator shall at all times be of sufficient capacity to incinerate all garbage collected daily (12 hours), and capacity of said incinerator to be increased as the daily demand for garbage incineration may require. All grounds whereupon the same is located to be maintained in a sanitary and neat appearing condition, and to be beautified with lawn and shrubs. Detailed plans and specifications as well as any and all extensions or alterations and type of incinerator, as well as the construction and operation thereof, and the maintenance and beautification of grounds to be approved by the Board of Public Works of the City of Fort Wayne, Indiana, who shall have the right and authority to ingress and egress to said incinerator, and the grounds thereof for the purpose of inspection, at any time.

All garbage and cans shall be incinerated immediately upon delivery and no garbage shall be permitted to accumulate at the incinerator. The hauling to and the handling of the same at the incinerator shall be in a sanitary and odorless manner and without being offensive or annoying to an y person or property. Contractor further agrees to incinerate, without charge, all combustible materials occuring within the City that may be delivered to the incinerator. Provided, however, that the person making the delivery shall place the refuse in the furnace or where designated by contractor, and provided, further, that the contractor reserves the right to refuse any non-combustible materials.

The Board of Public Works upon failure, refusal or neglect on the part of the Contractor to carry out any of the provisions contained in this contract, shall have the right and option to declare the same null andvoid and collect damages. At the expiration of this contract or upon forfeiture thereof by the contractor, the said incinerator, together with the real estate upon which the same is located shall be and become the property of the City of Fort Wayne. This contract shall be notice to the World as to the rights of the City, and the rights of the City shall be superior to any person having any

encumbrances, liens or interest in said incinerator and the real estate upon which same is located.

A deed shall be executed by the Contractor for the incinerator and ground and placed in escrow with a Bank or Trust Company in the City of Fort Wayne, conveying said incinerator to the City of Fort Wayne, to be delivered at the expiration of this contract or upon forfeiture of this Contract by the Contractor. The City of Fort Wayne shall take same free of any and all liens, encumbrances or any interest, except taxes.

8. Should the contractor fail to collect or remove, or properly dispose of the garbage and other materials herein provided for, in accordance with the terms of this contract, for a period of five (5) days, the said Board of Public Works may, at its option, cause all such garbage and other articles to be collected and disposed of, and any and all expense which may be incurred by said City, shall be payable by the contractor weekly on demand, or may be retained by the City out of any moneys due the contractor under this contract; and should the said contractor be in continuous default in the collection or removal or disposal of said garbage or other articles for a period of ten (10) days, Acts of Providence excepted, the City shall have the right, at its option, to take over and operate any or all of the said contractor's equipment, property, plant or collection facilities and apparatus and incinerator, until such times as said contractor shall satisfy the said Board of Public Works that it is ready and able to comply with the contract; and in case such default shall continue for a period of sixty (60) days, the City shall have the right at its option to declare this c ntract terminated and shall thereupon become the sole owner of all such equipment, property, plant and collection facilities and apparatus in addition to its right to recover further damages, if any, upon the bond hereinafter provided for.

The cost of erection and construction of said incinerator, as well as the maintenance and operation thereof, and the acquiring and ~~xxx~~ procuring of any and all property for the proper incineration and disposal of all garbage and dead animals and fowls and cans crockery, glassware, etc., as well as all ashes and refuse from the incinerator, is at the expense of the Contractor.

9. All garbage and tin cans to be collected, except garbage from hotels and restaurants producing 100 pounds or more of garbage a day, shall be placed for collection by the owners or producers thereof, in the same water tight metal receptacles, of theform and kind approved by the said Board of Works, the same to be of not more than twenty (20) gallon capacity, and the said receptalces to be placed conveniently for collection by contractor, within five (50 feet adjoining an alley, where possible, or if not there, at an [illegible]

accessible spot in reference to the manner in which collections must be make; and the contractor shall not be required to collect any garbage, which in the opinion of the Coard of Public Works, is not placed conveniently accessible for collection.

10. The said Contractor shall during the term of this contract have the exclusive right and privilege of collecting and hauling garbage upon, over or across any of the streets, alleys or public places in said City. Provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetables or other food stuffs shall have the right to dispose of the garbage produced or occuring in the said business by transporting the same to the incinerator.

11. Old bottles, broken glass and glassware, broken dishes and broken crockery, shall be collected by the contractor throughout said City in a sanitary manner, at least once every two weeks and as much oftener as shall be required by the Board of Public Works; provided, however, that all such articles to be collected shall be conveniently placed for collection as provided for herein for garbage and that the said articles shall be kept separately from the garbage, and be placed in a suitable container, paper cartons prohibited, to be emptied by said contractor. Said materials to be disposed of subject to the approval of the Board of Public Works.

12. Said Contractor expressly agrees to keep its plant and collection and removal facilities in condition to collect and remove all the garbage and other articles herein provided for, and to make such additions and enlargements to its plant, property and collection apparatus and facilities from time to time as the increased amounts of such garbage and other articles may require during the term of this agreement.

13. The said contractor agrees to give to the Board of Public Works of said City on or before the fifteenth of January of each year a report showing the approximate amount of garbage collected by said contractor under this contract during the preceeding year.

14. In the event of the failure on the part of the contractor to carry on its operations of collection and incineration, and with due regard to the safety of life, health or property, the Board of Health of said City shall serve a written notice on the contractor setting forth the particulars of such failure, and the said matters complained of shall thereupon be remedied within ten (10) days from the date of the service of said notice.

15. Said contractor further agrees that during said term it will collect and dispose of all dead dogs and cats and all other animals and fowl in said City within six (6) hours after notification.

16. The said contractor shall during the period of this contract maintain an office in the said City of Fort Wayne, and any

notice or complaint of said City, or any of its Board of officials, may be served on the contractor by delivering the same at its office during the usual business hours, or by mailing the same by United States registered mail, addressed to the said contractor at Fort Wayne, Indiana.

17. The City expressly agrees to pay said contractor for the full and complete performance of all their covenants and agreements herein, on the basis of the official 1930 population, the sum of Fifty-six cents ($0.56) per capita, for the period from August 15 1931 to January 1, 1932, to be payable in equal monthly installments not later than the fifteenth day of the following month; provided, however, that the said sum to be paid per year is liable to re-adjustment for each year after the year 1931, in accordance with the growth or decrease of the population of said City, and that the price to be paid each year after the year 1931 shall be determined in the month of August in each year for the next calendar year on the basis of Fifty-Six cents ($0.56) per capita of the population of said City, the said population to be determined in August of each year by multiplying by four and one half (4½) the number of school children in said City as shown by the last school census preceding such month of August.

18. It is further agreed that said contractor shall have the right to charge and receive additional compensation from any one dealing in or storing fish, fowl, fruits or vegetables, where the daily garbage collection from such party exceeds three hundred (300) pounds and that in all cases where fruits or vegetalbes shipped in car load lots are condemned as unfit for food and ordered destroyed by the proper public authorities, that then and in that event said contractor shall(also) have the right to charge and receive additional compensation for the removal and disposal thereof; and that said contractor shall also have the right to charge and receive additional compensation per month from any person who keeps his garbage can above the ground floor or otherwise than as prescribed herein; all of said additional charges, however, to be subject to the approval of said Board Public Works. It is expressly understood and agreed, however, that in no event shall said City be in any way liable for the payment or the collection of any such additional charge or charges. Provided, however, that any person, firm or corporation engaged in the wholesale business of dealing in, or storing of meat, fish, fowl, fruit, vegetables or other food stuffs, shall have the right to dispose of the garbage produced or occuring in the said business, as provided in Paragraph 9 of this contract.

19. The contractor further agrees that in the carrying on of the work herein provided for, all property skill and care shall be exercisedand all due and proper precautions used to prevent injury to any property, person or persons, and that the City shall be indemnified and saved harmless from any and all liability whatsoever, gw

growing out of any injury or damage to property or persons because of any neglect or fault of said contractor, its agents, or employees in the carrying out of this contract, or any matters connected therewith or related thereto; and that it will on notice given it by said City, defend, at its own expense, any action, or suit brought against said City, because of any work or other acts done by the contractor under the terms hereof; and will pay any judgment which may be obtained against said City by reason of any work or acts done hereunder by said contractor, its agents or employeees; and that said contractor will pay any damages to any persons or property, public or private, that may be caused through negligence in the performance of this contract. And said contractor further agrees that on or before the first day of June, 1931, it will execute and furnish to said City a bond in the penal sum of Ten Thousand ($10,000.00) Dollars, payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned that said contractor will carry out the provisions of this Paragraph.

20. And in all work performed hereunder including collection and incineration of said garbage and tin cans, the contractor expressly agrees to comply strictly with all city ordinances now in force, or that may hereafter be adopted applicable thereto, and to comply with and be subject to the orders and regulations of the Board of Health, or health authorities, or other legal authorities of said City, and to do all the work herein provided for, in all things in conformity with the laws of the State of Indiana now in force, or that may hereafter be enacted; and all traffic rules andregulations andordinances and to obtain at their own expense, all permits and licenses necessary to carry on the work herein provided for.

21. Said contractor further agrees that on or befor e the 1st day of June, 1931, it will execute and furnish to said City a bond in the penal sum of Fifteen Thousand Dollars ($15,000.00) payable to the City of Fort Wayne, with surety to the approval of the said Board of Public Works, conditioned, acts of Providence excepted, that said contractor for and during the first year fo the term of this contract, will faithfully and fully comply with the provisions of this contract in all respects and pay all damages that may be sustained by reason of any failure or refusal to comply with any of the terms hereof. Said contractor further expressly covenants and agrees that it will on or before the 1st day of June, 1932 also execute and furnish to said City a like bond with like penalty and like conditions and with surety to the approval of said Board; provided, however, that said bond shall cover the carrying out of this contract during the second year of said term. And said Contractor further agrees that it will on or before the 1st day of June in each year thereafter, during the life of the contract, execute and furnish to said City a like bond with like penalty and like conditions and with

surety on each such bond to the approval of said Board, each of said bonds to cover respectively the carrying out of this contract during the respective year of the term of this contract, which commences on the 15 day of August following the giving of each of said bonds respectively. The surety on each of said bonds to be to the approval of the said Board of Public Works and it is expressly agreed and understood that the failure on the part of said contractor to furnish any one of said bonds as hereinbefore provided for, on or before the respective dates specified hereby shall be a breach of this contract and a breach of the condition of the condition of the bond in force at the time of said breach; and upon any such failure the said City shall have the right at its option to declare this contract terminated and be intitled to avail itself of any of the remedies provided in this contract for said City on the termination thereof, as well as to have its right of a action on said bond for all damages sustained thereby; and that said City shall have the right in the event of any such failure to furnish any one of said bonds as provided to continue this contract in force, before exercising its said option to declare the same forfeited, until the expiration of the part of the term of this contract covered by the bond then in force. The bond or bonds to be furnished under the provisions of this paragraph are not, however, to carry liability for damages to any persons or property, public or private, that may be caused by the contractor in the performance of this contract.

22. 22. It is expressly agreed and understood that this contract is subject to the approval by ordinance of the Common Council of said City, and shall in no event take effect unless and until the present contract for disposal of garbage entered into March 26, 1931, between said City and the Tri State Disposal Co. shall have been terminated and released satisfactorily to said City.

23. The term of this contract shall be for ten years from and after the 15 day of August, 1931, and it is expressly agreed and under stood that at the expiration of said ten year period, the said City shall be left free, both morally and legally and also from the standpoint of fair business dealing, to undertake itself and collection and disposal of said garbage or to enter into a contract with any other person or persons or corporation for the future collection or disposal of garbage. It is agreed that this contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

24. The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, certifying that he has complied with Sections 5, 68, and 69 of the Workmen's Compensation Act in accordance with section 14 of the Compensation Act approved March 14, 1929 (Acts 1929, page 536), being Section 9459 of Burns Annotated Indiana Statutes Volume IV.

WITNESSthe hands and seals of said parties this 28 day of April, 1931

THE TERMINAL SERVICE COMPANY
By John A. Mc Joyne

CITY OF FORT WAYNE? INDIANA
By Wm. J. Hosey, Mayor

John Trier
David Erwin
C. A. Ramsey
BOADR OF PUBLIC WORKS

ATTEST: SCOTT S. SNYDER
SECRETARY

APPROVED AS TO LEGALITY: WM. FREUCHTENICHT

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That a certain contract made by and between the Termina Service Company of Cincinnati, Ohio, party of the first part, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the second part, on the 28 day of April, 1931, by the terms of which contract, party of the first part agrees to collect, recieve, accept from and in a satisfactory and efficient manner, remove and dispose of, by incineration, all garbage that may be produced or occur, or be within the limits of the city, and collect , receive and dispose of all cans, old bottles, broken glass and glassware, broken dishes, and broken crockery, occuring or being in said City for and during the term of ten (10) years from the fifteenth day of August, 1931; which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance shall be in full force and effect from and after its approval by the Mayor.

EDWIN C. LINDENBERG
AUGUST WEISENBURGER

(Ayes 16-Nays none)

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1607

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 16 day of May, 1931.

LEONARD E. PRANGER
City Clerk

Approved this 23 day of May, 1931.

WM. J. HOSEY
Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1608

An Ordinance ratifying and approving a certain contract and agreement made and entered into on the 14th day of April, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Froehlich and Emery Engineering Company of Toledo, Ohio, providing for the furnishing on the part of said Company of engineering service for the City of Fort Wayne in connection with the installation of a new boiler plant.

WHEREAS on the 14th day of April, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Froechlich and Emery Engineering Company of Toledo, Ohio, entered into a written agreement by the terms of which the said Froehlich and Emery Engineering Company of Toledo, Ohio, agrees to furnish the City of Fort Wayne engineering service consisting of complete plans and specifications for the purchase and installation and construction of a new boiler plant building, necessary steam boilers, stokers, feed water heaters, coal and ash handling equipment, evaporators, feed pumps, chimneys, air heaters, air ducts, fams, breeching, control equipment, boiler plant instruments, all necessary piping and wiring including the necessary piping connections between the proposed new boiler plant and the present Municipal Electric Light Plant, and all other work, material or apparatus necessary for complete installation of a new boiler plant, ready for operation, of such character and size to property serve the needs of the Municipal Electric Light Plant in the City of Fort Wayne, Indiana, and which agreement is in the words and figures as follows, to-wit:

ARTICLES OF AGREEMENT BETWEEN THE CITY OF FORT WAYNE, INDIANA, A MUNICIPAL CORPORATION, PARTY OF THE FIRST PART, AND THE FROEHLICH & EMERY ENGINEERING COMPANY, A CORPORATION OF TOLEDO, OHIO, PARTY OF THE SECOND PART.

This agreemtn made and entered into this 14 day of April, 1931, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, and the Froehlich & Emery Engineering Company, of Toledo, Ohio, a corporation existing and doing business under the laws of the State of Ohio, party of the second part.

WITNESSETH: That the party of the second part has agreed, and by these presents does agree, with said party of the first part, for the consideration hereinafter named, to perform engineering service under the direction of the Board of Public Works of the City of Fort Wayne, Indiana, as follows:

1st. The party of the second part agrees to prepare four (4) copies of complete plans and specifications for the purchase and installation of a new boiler plant building, necessary steam boilers, stokers, feed water heaters, evaporators, feed pumps, chimneys, air heaters, air ducts, fans, breeching, coal and ash handling equipment, control equipment, boiler plant instruments, all necessary piping

and wiring including the necessary piping connections between the proposed new boiler plant and the present Municipal Electric Light Plant, and all other work, material or apparatus necessary for complete installation of a new boiler paltn, ready for operation, of such character and size to properly sefve the needs of the Municipal Electric Light Plant in the City of Fort Wayne, Indiana. All additional copies required for advertising for bids will be printed at the expense of the party of first part.

2nd. The party of the second part further agrees to assist in the preparation of all necessary bidding forms, advertising forms and other legal forms required for advertising the work, and to have a representative present at the opening of bids to assist in the recording of bids received, and to make a tabulation and comparison of all bids received on the various parts of the work and to consult with the Board of Public Works upon the merits of the different bids received.

3rd. The party of the second part further agrees to assist the Board of Public Works in the preparation of all contracts for the various parts of the work.

4th. After contracts have been awarded, the party of the second part will supervise the installation and construction of the work as may be necessary to insure the proper construction of the work in accordance with the plans and specifications.

In consideration of the promises of the party of the second part herein before contained, and the faithful performance thereof, the party of the first part agrees and binds itself to pay to the party of the second part a sum of money equal to five (5) per cent of the total expenditure by the party of the first part in carrying out the work covered by the plans and specifications. The above compensation is to become due and payable as follows:

Upon completion of plans or specifications for any part of the work, and the approval of the same by the Board of Public Works, a sum equal to two (2) per cent of the estimated costs of the work, materials, apparatus or construction covered by the specifications or plans shall become due and payable to the party of the second part. Upon the award of a contract or contracts by the party of the first part for any part of the work, material orapparatus covered by the plans or specifications, a sum equal to three per cents of the amount of the contract or contracts, less any amounts which have been paid for the plans and specifications for this particular part of the work, material and apparatus, in accordance with the foregoing paragraph, shall become due and payable to the party of the second part.

During the progress of the work covered by the plans and specifications, the party of the second part will submit, on or about the first of each month, an estimate of the value under the terms of this agreement of the services rendered by the party of the second part during the preceding month and eighty (80) per cent of such estimates shall bec ome due and payable, upon the approval of the same by the Board of Public Works, The remaining twenty (20) per cent of such estimates, and any other unpaid pa.t of the above mentioned compensation, shall become due and

payable upon the completion of the work covered by the plans and specifications and the acceptance of the same by the Board of Public Works.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date thereof, this contract shall become and be wholly voil.

The parties hereto further agree that the terms and conditions of this contract are to be binding upon the parties and their successors and assigns.

In Witness Whereof, the City of Fort Wayne, Indiana, party of the first part, has caused to be hereunto affixed its corporate seal and name by and through its Board of Public Works, and The Froehlich & Emery Engineering Company, party of the second part, by and through its duly authorized officers, has hereunto caused to be affixed its corporate name and seal and the names of its officers on the day and year first above written.

CITY OF FORT WAYNE, INDIANA.
BY Wm. J. Hosey, Mayor

THE FROEHLICH & EMERY ENGRG. CO.
BY F. H. Froehlich, President

JOHN C. TRIER
DAVID ERWIN
C.A.RAMSEY
Board of Public Works
ATTEST: SCOTT S. SNYDER, Sec'y.

Approved as to Form and Legality
BY W. FRUECHTENICHT

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Froehlich and Emery Engineering Company of Toledo, Ohio, on the 14th day of April, 1931, and providing for the engineering services to be furnished by said Company consisting of complete plans and specifications for the purchase and installation and construction of a new boiler plant building, necessary steam boilers, stokers, feed water heaters, evaporators, feed pumps, chimneys, air heaters, air ducts, fans,breeching, coal and ash handling equipment, control equipment, boiler plant instruments, all necessary piping and wiring including the necessary piping connections between the proposed new boiler plant and the present Municipal Electric Light Plant, and all other work, material or apparatus necessary for complete installation of a new boiler plant, ready for operation, of such character and size to property serve the needs of the Municipal Electric Light Plant in the City of Fort Wayne, Indiana, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles H. Young

Louis C. Langard

Ed. H. Fisher.

(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1608

M.L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 16 day of May, 1931.

LEONARD E. PRANGER
City Clerk.

Approved this 23rd day of May, 1931.

WM. J. HOSEY
Mayor.

GENERAL ORDINANCE No. 1609

An Ordinance changing and amending the symbols and indications of a part of Section 5 of the map which is a part of General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoming Ordinance of Fort Wayne passed November 13, 1928".

Section 1. Be it ordianed by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 5 of the Zoning Ordinance of the City of Fort Wayne, known as Ordinance No. 1436, as above described, be changed from those of a B District to those of a C District on lots numbered 1, 2 and 3 Avon Place Addition and also the north 7.83 feet of lot numbered 34, lots numbered 35, 36 and the south 7 feet of lot number 37 Avondale Addition and also lots number 7 Fremon's Addition and also the North 75 feet of the east 110 feet of Lot #6 Koehler Estate to the City of Fort Wayne, Allen County, Indiana; and said area to be known as C District.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 12 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1609

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk.

Presented to the Mayor for approval on the 16 day of May, 1931.

LEONARD E. PRANGER
City Clerk.

Approved this 23rd day of May, 1931.

WM. J. HOSEY
Mayor.

GENERAL ORDINANCE No. 1610

An Ordinance authorizing the City of Fort Wayne, Indiana, to borrow the sum of Two Hundred Ten Thousand ($210,000.00) Dollars, and issue bonds therefore, and appropriate the proceeds for the purpose of acquiring by purchase, condemnation and appropriation lands and real estate and improving the same.

WHEREAS the Board of Park Commissioners of the City of Fort Wayne, Indiana, on the 6 day of May, 1931, passed, the following resolution, to wit:

PARK AND PARKWAY APPROPRIATION AND IMPROVEMENT RESOLUTION NUM ER 2, 1931, OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE, INDIANA.

BE IT RESOLVED AND DETERMINED by the Board of Park Commissioners of the City of Fort Wayne, Indiana, that under the powers conferred upon said Board by Chapter 67 of the Acts of the General Assembly of the State of Indiana for 1926, being Sections 10652 to 10677, inclusive, of Burn's Annotated Indiana Statutes of 1926, and deeming it of public benefit, use and utility, has this day determined to acquire thereunder lands for park and parkway, and boulevard purposes, and to improve said lands and other lands not owned by the City of Fort Wayne, Indiana, or for park, parkway and boulevard purposes as specified herein, and all as shown in detail by plans, profiles, specifications and estimates of costs of said proposed acquisition, improvements and works of construction now on file in the office of said Board of Park Commissioners of the City of Fort Wayne, Indiana.

That the lands so to be acquired are described as follows, to wit:

LANDS TO BE ACQUIRED EXCEPT MARSHALL MANOR ADDITION UNDER PARK AND PARKWAY APPROPRIATION AND IMPROVEMENT RESOLUTION NUMBER 1, 1927, OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE, INDIANA.

That the lands so to be acquired are described as follows, towit: for the acquiring, opening and establishing of park, parkways and a boulevard along the West Bank of the St. Joseph River from the North line of Baltes Avenue to the South line of State Boulevard, and also along the East Bank of said St. Joseph River from the South line of State Boulevard to the West line of St. Joseph Boulevard, by the appropriation and condemnation for park, parkway and boulevard purposes of the following described tracts, parcels and lots of land, to-wit:

Lots numbered Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), and the East Thirty-five (35) feet of Lot No. Twenty-seven (27) in Baltes and Romy's Addition of the City of Fort Wayne; Lot numbered Twenty-seven (27) of Baltes, Koenig and Wagner's Addition to the City of Fort Wayne; also Lots numbered Thirty-eight (38), Thirty-nine (39), Forty (40), and Forty-one (41) of Hedekin's Subdivision; Lots numbered Fifteen (15) and Sixteen (16) of Snider's Subdivision; Lots numbered Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36) of Fair View Place Addi-

tion of the City of Fort Wayne; also that part of lot numbered Two (2) of Wells Reserve lying adjacent to St. Joseph River on the West Bank thereof, between the North line of Fair View Place Addition and the South line of L.M.Jones Subdivision and lying East of the East line produced South of Lot Numbered Thirty-one (31) of L.M.Jones Subdivision; Lots numbered Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), and Thirty (30) of L.M.Jones Subdivision; Lots numbered Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-three (53), Fifty-four (54), and Fifty-five (55) of Lawton Place Addition; also that part of lot numbered One (1) Wells Reserved lying adjacent to and on the West bank of St. Joseph River between the North line of Lawton Place Addition and the South line of Freeman's Amended Addition and East of a line being a circular aro, having a radius of 240 feet and lying on the east side of chord, drawn from the Northwest corner of lot numbered Fifty-three (53) in Lawton Place Addition to the Southwest corner of Lot numbered Nineteen (19) in said Freeman's Amended Addition; also lots numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19) of said Freeman's Amended Addition; also that part and parcel of land lying on the West bank of the St. Joseph River, between the east line of Spy Run Avenue and the low water mark of said river, and extending from the south line of State Boulevard as formerly established, then known as Griswold Avenue, to a point 345 feet south thereof, together with all of the St. Joseph River bank lying adjacent and contiguous to any of the lots and lands above described; also certain lots and parts of lots in Wayne Water Power Addition to the City of Fort Wayne described as follows, to-wit: lots numbered one (1) and two (2), except buildings thereon situated; lots numbered three (3) and four (4) in their entirety and a part of lot five (5), Wayne Water Power Addition, lying south of a line drawn from a point in the west line of said lot situated one hundred fifty-five (155) feet south of the south line of State Boulevard to a point in the east line of said lot situated one hundred ninety (190) feet south of the south line of said State Boulevard; Also a part of lot numbered five (5) and the West half (½) of lot numbered Four (4) of the Subdivision of Hanna's Outlet numbered Three (3) in Hanna's Plat "C" lying South of a circular aro having a radius of five hundred fifty (550) feet and lying on the south side of a chord drawn from a point in the east line of lot numbered five (5) situated one Hundred ninety (190) feet south of the south line of State Boulevard to the southwest corner of lot numbered one (1) in John Riedel Addition to the City of Fort Wayne, and west of a line drawn thence southward to the southwest corner of lot numbered four (4) of said John Riedel Addition; alaso all of lot numbered Four (4) of John Riedel's Addition aforesaid and lots numbered Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29),, Thirty (30) and Thirty-one (31) of John M.E. Riedel's Addition; also lots numbered Twenty (20), Twenty-one (21) and Twenty-two (22) of Charles Hanna's Addition; also the South Ninety-five (95) feet of lot numbered Fourteen (14) of R.L.Romy's Addition; also a parcel of land lying south and west of lots

numbered Twenty (20), Twenty-one (21) and Twenty-two (22) of Charles Hanna's Addition

aforesaid and East of the West line produced Southward of the alley lying alon g the west boundary of said Addition, and north of the St. Joseph River.

BE IT RESOLVED FURTHER BY SAID BOARD OF PARK COMMISSIONERS OF THE CITY OF FORT WAYNE that the premises above described be improved by grading and draining a boulevard approximately seventy-five (75) feet in width, and by constructing a roadway Thirty (30) feet in width, and by placing thereon a gravel drive Twenty-four (24) feet in width, and by constructing a flood dike along the west bank of the said St. Joseph River from the South line of Baltes Avenue to a point Three hundred (300) feet East of the East line of Spy Run Avenue; and also by grading and draining a boulevard approximately Seventy-five (75) feet in width and constructing a roadway Thirty (30) feet in width, and placing thereof a gravel drive Twenty-four (24) feet in width along the East bank of said River from the South line of State Boulevard to the West line of Parnell Avenue;

And also by grading, sodding, seeding, planting, parking and beautifying and protecting from erosion all of the premises as above described, and also the following desfribed premises now owned by said City of Fort Wayne, to-wit:

All that part of the East half ($\frac{1}{2}$) of Section Thirty-five (35), Township Thirty-one (31) North, Range Twelve (12) East, lying between the North line of Elizabeth Street and the South line of State Boulevard and between the East line of Spy Run Avenue and the West low water mark of the St. Joseph River, except the north 345 feet thereof, and except lot numbered Four (4) of Freeman's Amended Addition aforesaid;

And that part of the Southeast Quarter of Section Thirty-five (35), Township Thirty-one (31) North, Range Twelve (12) East lying South of Wayne Water Power Addition aforesaid, and East of the St. Joseph River;

And all that part of the Southwest Quarter of Section Thirty-six (36), Township Thirty-one (31) North, Range Twekve (12) East lying South of lot numbered Five (5) and Four (4) of the Subdivision of Hanna's Out Lot numbered three (3) in Hanna's Plat "C" aforesaid and South of John Riedel's Addition aforesaid, and John M.E.Riedel's Addition aforesaid and West of lots numbered Twenty-one (21) and Twenty-two (22) of Charles Hanna's Addition aforesaid, and North of the low water mark of the St. Joseph River;

And also by removing from any and all of the premises above described all such buildin s and structures as may interfere with or obstruct any of the said improvements; all in accordnance with the said plans, profiles, specifications and estimates of cost now on file in the office of the Board of Park Commi ssioners of the City of Fort Wayne, which improvements as herein and therein set out are now ordered;

BE IT FURTHER RESOLVED by said Board of Park Commissioners of the City of Fort Wayne that the following described tracts, parcels and lo s of land be likewise acquired for parks, parkways and boulevard purposes in the manner set forth below, to-wit:

The East Twenty-seven and five tenths (27.5) acres of the west half of the Southeast quarter of Section Twenty-seven (27), Township Thirty-one (31) North, Range twelve (12) East except a strip of land one (1) rod wide off of the entire north end of the above described tract in Allen County, Indiana;

Also a tract of land described as follows, to-wit: Commencing at the northeasterly corner of a tract of land conveyed by George Esmond and wife to Felix Commincavish, by deed dated July 22, 1884, recorded in volume 95 of the deed records in the office of the Recorder of said Allen County at page 436, being part of a tract of land conveyed by Joseph St. Clair and wife to Asa Fairfield, by deed dated March 7, 1839, recorded in Volume "C" of said deed records at page 720, thence south 33 degrees east, along the northeasterly line of said tract four hundred five and three tenth (405.3) feet; thence South, Fifty-four (54) degrees west, one hundred six and four-tenths (106.4) feet; thence north thirty-three (33) degrees west four hundred fourteen (414) feet to the south line of the Bluffton Road; thence north Fifty-four (54) degrees east, along said road one hundred six and four-tenths (106.4) feet to the place of beginning containing one (1) acre, in Section fifteen (15), Township thirty (30) north, Range twelve (12) east, Allen County, Indiana, being the land conveyed to Nathan Thorp by Catharine Schmid, widow, by deed dated November 9, 1904, recorded in volumn 181 of said deed records at page 375, and conveyed by said Thorp and wife to William Hunsche and Maggie Reber by deed dated December 10, 1909, recorded in volume 205 of said deed records at page 405;

Also, One-half (½) acre west of the east one (1) acre of the following described real estate; Commencing at the north bank of the St. Mayr's River at the southwest corner of a tract of land containing eight and four hundredths (8.04) acres, conveyed by Joseph St. Clair and wife to Asa Fairfield by deed dated March 7, 1839, recorded in volume "C" of the deed records of said Allen County, Indiana, at page 720; thence north one and one-half (1½) degrees east, five (5) chains and seventy-five (75) links to a post, being the northwest corner of said tract; thence north fifty-five (55) degrees east three (3) chains and eighty (80) links to a fence; thence along the same south thirty-three (33) degrees east, six (6) chains fourteen (14) links to a post at a fence; thence along the same south fifty-four and three fourths (54¾) degrees west, five (5) chains and seventy-nine (79) links to a stone corner, from which a black walnut twenty (20) inches bears north, ninety-seven and one-half (97½) degrees west, distant twenty-one (21) links; thence up by the meanderings of the river two(2) chains to the place of beginning, containing three(3) acres and forty-hundredths (40/100) inches in Section fifteen (15), Township thirty (30) north, Range twelve (12) east, in said Allen County, Indiana, the east and west line of said half acre to run full length north and south of said description; being the same land conveyed by Felix Commincavish and wife to Ferdinand Pietz by deed dated April 2, 1891, recorded in volume 120 of the deed records of said Allen County at page 572.

BE IT FURTHER RESOLVED that all costs of condemnations and appropriations and purchase of land and improvements thereon contemplated under the provisions of this Resolution shall be paid for out of the special fund resulting from the sale of bonds of the City of Fort Wayne in accordance with the provisions of the Act hereinbefore referred to, and that the Controller of the City of Fort Wayne be requested to arrange for the preparation and introduction of an Ordinance in the Common Council of the City

of Fort Wayne, authorizing the City of Fort Wayne to borrow Two Hundred Ten Thousand ($210,000.00) Dollars, and issue bonds therefor of the City of Fort Wayne, and appropriate the money arising from the sale of said bonds to the Park fund of the City of Fort Wayne, Indiana, to be used by the Board of Park Commissioners, in the acquisition, purchase and condemnation of real estate herein described for park, parkway and boulevard purpose.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 6th day of May, 1931.

David T. Foster

Sam Wolf

Byron E. Hattersley

Board of Park Commissioners of the City of Fort Wayne, Indiana.

ATTEST:

Cecelia M. Welch, Secretary

Therefore, Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the City of Fort Wayne, Indiana, be and hereby is authorized to borrow the sum of Two Hundred and Ten Thousand ($210,000.00) Dollars, and issue bonds therefore, and appropriate the proceeds arising therefrom for the purpose of acquiring by purchase, condemnation or appropriation lands and real estate and improving the same, which real estate is fully described and set out in the preamble hereto.

Section 2. That in order to procure said loan of money, that bonds of said city be issued as follows, to-wit: In the sum of Two Hundred Ten Thousand ($210,000.00) Dollars, and in the manner hereinafter provided. Said bonds shall be dated as of the date of their issue in denominations of Eight Hundred and Forty ($840.00) Dollars, with interest thereon at the rate of Four (4%) per cent, per annum, payable semi-annually, and evidenced by a coupon for such interest for each six months, and said interest coupons shall bear the lithographed facsimile signature of the Mayor and Controller of the City of Fort Wayne, which shall for all purposes be taken and deemed to be equivalent to a manual signing thereof. Said bonds shall be signed by the Mayor and Controller of said City and attested by the City Clerk of said City, and the seal of said city attached thereto, and to be designated as Series V, and numbered consecutively beginning with No. 1 to No. 250, both inclusive, and to be known as Park Improvement Bonds. Said bonds shall be issued for a period not to exceed twenty-five (25) years, and one twenty-fifth (1/25th) of the full amount of said bonds shall be paid and retired December 1, 1932, and one-twenth-fifth (1/25th) of said bonds shall be paid and retired annually thereafter until the total issue shall have been retired. The bonds shall not be registered in the name of the purchaser or any

subsequent purchaser thereof, but the City Controller at the time of issuing said bonds shall register the same in a book kept for that purpose, giving the number thereof, the date of the issue and the date of maturities, rate of interest, and time and place where the same shall be payable.

Section 3. Said bonds shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete bond Before the issuance thereof:

No._____ $_____

UNITED STATESOOF AMERICA
ALLEN COUNTY, INDIANA
CITY OF FORT WAYNE PARK
IMPROVEMENT BONDS

Issue No. _____
Series V.

For value received, the City of Fort Wayne, Allen County, State of Indiana, hereby promises to pay to the bearer hereof _____Dollars in lawful money of the United States of America on the ___ day of _____, 19___, with interest thereon at the rate of _____ per cent, per annum payable on the _____ day of _____, 19 ____, and thereafter semi-annually on the 1st day of June and December, in each year until paid, upon the surrender and cancellation of the proper coupons hereto attached.

Both interest and principal of this bond are payable at _____ _____Bank of Fort Wayne, Indiana.

This bond is one of a total issue of _____ ($) Dollars each, numbered from one to _____, both inclusive, issued in pursuance to an Ordinance duly and legally adopted by the Common Council of the City of Fort Wayne, on the ____ day of _____, 19____, authorizing the issue and sale of said bonds, to provide funds to be appropriated to the Board of Park Commissioners for the prupose of acquiring by purchase, condemnation or appropriation certain real estate and improving the same, which real estate is to be used for park, parkway and boulevard purposes. It is hereby certified that all things and acts required by the laws of the State of Indiana, and by ordinance and corporate action of the City of Fort Wayne and the Common Council thereof, pursuant to the issue of this bond have happened and have been duly done and performed in the manner provided by law in and about the authorization, preparation, issue and complete execution of this bond; and it is certified that this bond and said total issue of bonds is within every limit of debt prescribed by the constitution and laws of the State of Indiana and to the prompt payment of the principal and interest of this bond and said total issue of bonds when the same shall become due, the full faith and credit of said City of Fort Wayne together with all the taxable property thereof, both real and personal, are irrevocably pledged.

IN WITNESS WHEREOF, the Common Council of the City of Fort Wayne has caused this bond to be signed by the Mayor and the City Controller of the City of

Fort Wayne has caused this bond to be signed by the Mayor and the City Controller of the City of Fort Wayne, and attested by the City Clerk, thereof, and the corporate seal of said City to be hereunto affixed, this ____ day of _____, 1931.

_____
Mayor of the City of Fort Wayne, Indiana.

_____
Controller of the City of Fort Wayne, Indiana.

Attest:

_____
City Clerk.

Said coupons shall be substantially in the following form, all blanks for numbers and dates being completely filled in so as to make a complete coupon before the issuance thereof.

No. _____ $_____

On the ____ day of _____, 19 ____, Fort Wayne, Allen County, Indiana, will pay to the bearer at the Office of the Treasurer of the City of Fort Wayne, Indiana, in the City of Fort Wayne, Indiana, the sum of _____ ($) Dollars, the same being the interest due on its Park Improvement Bonds, bearing date of _____, 19____.

_____
Mayor of the City of Ft. Wayne.

_____
Controller of the City of Ft. Wayne, Indiana.

Section 4. The City Controller shall manage and supervise the preparation, advertisement, negotiation and sale of said bonds, subject to the terms of this Ordinance, which sale shall be by sealed bids for all said bonds or parcels or allotments thereof, to the highest and best bidder for cash after three weeks' notice of the time and place of said sale shall have been given one time each week for three weeks in two newspapers representing opposite political parties, published in the English lnaguage in the City of Fort Wayne, Indiana. Such notice shall describe such bonds with such minuteness and particularity as the City Controller may see fit, and shall set forth the amount of the bonds to be sold, and the rate of interest they will bear, and that the bidder may bid for all or any part of said bonds, and the date of opening bids or proposals therefor, and the City Controller shall have the right to reject any and all bids and continue said sale from day to day until bonds shall be sold. Each and every bid and proposal shall be presented to the City Controller sealed, and shall be accompanied by duly certified check upon some responsible bank in the City of Fort Wayne, Indiana, payable to the order of the City Treasurer of the City of Fort Wayne, in a sum equal to two and one half (2½) per cent. of the face value bid, and the City Controller shall award said bonds as he shall see fit in whole or any part thereof, and shall have the right to accept a part of any bid or to award on any bid the whole or less number of bonds covered by such bid, or he may in his judgment and distretion award a part

of said bonds to one bidder and part to another, and these provisions shall apply in the case of reoffering and readvertising said bonds in case no bids are received and in case any bids for said bonds or any part thereof are rejected.

Section 5. Delivery of said bonds sold by said Controller shall be made at the office of the City Treasurer of the City of Fort Wayne upon the payment to the City Treasurer of the City of Fort Wayne of the full purchase price and bid for said bonds as certified to said City Treasurer by said Controller, and in the event that said bidder fails or refuses to pay for said bonds within ten days after said contract for sale, the same shall be treated as a breach of contract of his bid or proposal on account of which the deposit made by said bidder herein provided shall become the property of said City as and for its damages.

Section 6. When said bonds shall have been signed as herein provided and paid for by said purchaser and delivered to the purchaser thereof, the same shall be and constitute the binding obligation of the City of Fort Wayne according to the tenor and effect thereof.

Section 7. The proceeds derived from the sale of said bonds as herein authorized shall be and are hereby appropriated to the Board of Park Commissioners of the City of Fort Wayne, Indiana, for the sole use of said Board of Park Commissioners for the purpose of acquiring by purchase, condemnation or appropriation certain lands and real estate and improving the same for park, parkway and boulevard purposes, under Park and Parkway Appropriation and Improvement Resolution No. 2, including the expenses attending the issue and sale of said bonds, and said proceeds shall be kept in a separate fund by the City Treasurer and paid out only on warrants drawn upon said fund by the City Controller for no other purposes that those herein set out upon vouchers of the Board of Public Parks of the City of Fort Wayne, Indiana, and said fund snall not be used for any other or different purposes.

Section 8. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles H. Young

(Ayes 14 - Nays one)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1610

M.L.Burns
President

Leonard E. Pranger
City Clerk.

Presented to the Mayor for approval on the 28 day of May, 1931.

Leonard E.Pranger
City Clerk.

Approved this 6th day of June, 1931.

William J. Hosey, Mayor.

GENERAL ORDINANCE NO. 1611

An Ordinance ratifying and approving a certain contract made by and between the American-LaFrance and Foamite Indistries, Inc., party of the first part, and the City of Fort Wayne, Indiana, party of the second part, for the purchase of one 75 food Aerial Truck complete with Fifth Wheel mounted on a tractor owned by the City of Fort Wayne, Indiana.

Whereas on the 17 day of April, 1931, the City of Fort Wayne, Ind. by and through its Board of Public Safety, entered into a contract with the American-LaFrance and Foamite Industries, Inc., of New York, for the purchase of one 75 foot Aerial Truck complete with Fifth Wheel mounted on a tractor owned by the City of Fort Wayne, Indiana, which contract is in the words and figures as follows, to wit:

PROPOSAL---SPECIFICATIONS---CONTRACT

Chicago, March 6, 1931

To the Hon. Mayor and Board of Public Safety, Fort Wayne, Indiana

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of the accompanying contract, the following apparatus and equipment:

One 75 foot Aerial Truck only, complete with Fifth Wheel mounted on a Tractor owned by the City of Fort Wayne, with 2 (two) ½ HomOxygen Masks. All of which are to be built in accordance with the specifications attached, and which are made a part of this agreement and contract, and to ship same in about 75 working days after date of receipt and approval of contract properly executed, subject to all causes beyond our control, for the sum of Eighty Five Hundred Dollars ($8500.00) F.O.B. Cars Fort Wayne, Ind. Less $200.00 for Rear of Old Aerial Truck.

WARRANTY: This apparatus is warranted to be free from defective material and inferior workmanship, our agreement under such warranty being to furnish you at our factory, without cost to you, new parts to take the place of such parts as may fail if such failure to attributable to defective material or inferior workmanship. The Company makes no warranty of its apparatus except as stated herein.

Respectfully submitted,

AMERICAN-LAFRANCE AND FOAMITE INDUSTRIES, INC
By W. H. Deitch
Sales Representative.

AMERICAN-LA FRANCE MOTOR FIRE APPARATUS TRACTOR DRAWN AMERICAN AUTOMATIC

GENERAL CONSTRUCTION

The apparatus is to be of the latest and most approved design, and is to be constructed with due consideration to symmetrical proportions, distribution of the load, the nature of the load to be sustained, and the general character of the service to which the apparatus will be subjected when placed in commission. With a view to obtaining these results, the minor de-

tails of construction, such as the sizes, dimensions, and weights of the various structural parts, are to be left to the discretion of the manufacturers.

The materials and labor entering into the construction of this truck are to be of the best, and the finish, painting and miscellaneous equipment are to be distinguished by the same grade of excellence and tobe in strict harmony with the general character of the apparatus.

DETAILS OF CONSTRUCTION

Aerial Ladder

The aerial ladder is to extend 75 feet from the ground. This ladder is telescopic, consisting of two sections, the upper slide or section operating between the main rails of the lower or main section and being elevated by means of a flexible steel cable wound upon a drum with crank wheels, the drum being attached to lower section.

m The ladder is to be operated by our improved spring raising system, controlled as hereinafter described. By this system the aerial ladder can be raised from a horizontal to a vertical position without manual labor and with a material decrease in the time required.

Raising Device

To consist of a combination of coil springs enclosed in dust-proof, steel tubes, mounted on a ball bearing turntable; gear serments forming a shoe for the aerial butt ladder and revolving with same on the main supporting shaft, the latter carried by "A" frames on the turntable, and securely attached thereto; a train of gears meshing with the above segments and operated by a crank wheel thru a two speed reduction gear tram.

The raising springs, which are enclosed in steel tubes, are held in compression at all times, ready for immediate use. Upon being released by a foot lever which operates a cross-head lock, the springs exert sufficient power against the cross-head and thence through the connecting rods to the ladder braces, to elevate the aerial ladder from a horizontal to a vertical position without any manual assistance from the operators. The elevation of the aerial ladder, although rapid, starts without any jar whatever, and, due to the friction brake, continues smoothly and without vibration in the ladder until the latter is gradually brought to rest, without shock, in a vertical position.

The weight of the ladder so nearly balances the power of the coil springs at all points of elevation between the horizontal and vertical, that a slight pressure on the hand brake control serves to check the elevation of the ladder at any desired position. Ratchets and locks are provided sothat the ladder can be retained in the desired position without manual assistance. Further, the balance between the weight of the ladder and the power of the coil springs effectually prevents the ladder from falling at any time.

The ladder is lowered to its horizontal position, compressing the coil springs, by the crank wheel and two speed reduction gear above described, and is securely locked by an automatic hook engaging the cross head and relieving the ladder from all strain, due to the compression of the raising springs.

The raising device, as a whole, is to be so constructed that the ladder be raised solely by the power of the springs; that jarring or vibration of the ladder be prevented by a friction brake; that the power of the springs alone is to be sufficient to elevate the ladder; and that it can quickly and easily be lowered and locked in its horizontal position by the operator.

All manipulation, such as raising and lowering the main ladder, extending and lowering the fly ladder, and revolving the turntable, to be performed without the operators leaving the turntable platform.

Turntable.

A turntable for revolving the aerial ladder is to be mounted on the forward end of the truck frame and attached to frame brackets.

The turntable to be fitted with ball bearings so that it shall rotate with the least possible resistance. A segment rack shall be securely fastened to the chassis frame; meshing with this rack is a spur pinion keyed to a vertical shaft which is carried by supporting bearings attached to the revolving member.

The vertical shaft to be rotated by alarge hand wheel and when revolved by means of the foregoing mechanism, rotates the entire turntable, operating platform and aerial ladder through a complete circle, so that the aerial ladder may be placed in any desired position.

The vertical shaft to be rotated by a large hand wheel and when revolved by means of the foregoing mechanism, rotates the entire turntable, operating platform and aerial ladder through a complete circle, so that the aerial ladder may be placed in any desired position.

The turntable is fitted with an automatic lock which engages a centering hole in the stationary member, so that the aerial ladder may be lowered to its central position between the arches. The turntable is also fitted with a strong, positive friction lock which prevents the turntable rotating ~~xx~~ and retains same in any desired position.

Frame

To be of pressed steel--with heat treated one piece side member, proportionate in length, weight and size to the load to be sustained; to be trussed in the most substantial manner with open turnbuckle, right and left thread.

Arches

Ladder arches to be of flat steel having angle shaped pressed steel ladder slides attached thereto. The number of the arches and ladder slides to be such as to provide adequately for the proper distribution and nesting of the ladder equipment. An improved type of ladder lock is provided, whereby the ladders can be quickly and efficiently clamped into position

or released.

Running Boards

Made of plywood, metal covered, placed on each side of the truck and as long as the space between the wheels will permit; regulation width, suspended from the frame by hangers of ample strength and securely braced to prevent swaying, covered with corrugated rubber, having metal strips at edges holding same in place; furnished at each end with steel mud fenders, the latter securely attached to frame and running boards.

Tool Platform

Placed between the rear running boards and extending the full length of same. On this platform are placed the various tools which are furnished as the equipment of the truck.

Wire Basket

Placed between front running boards, and as large as space available will permit; made of coarse wire mesh with channel frames and fastened securely to platform.

Life Net Box To have aluminum mat on sides.

Placed to the rear of the equipment basket and completely covered and fitted with doors.

Tillerman's Seat

New type bucket seat; cushion of leather, stuffed and tufted. By an improved system this seat, upon the release of the spring catch, automatically swings clear of the aerial ladder and is retained in this position by an automatic lock until released and returned to its normal position.

Tillerman's side platform or steps to be of pressed steel, non slip type with steps conveniently arranged for mounting to tillerman's seat.

Rear Wheels

The wheels are of the integral hub-cast type, suitably constructed to withstand the strains incurred in fire department service. They are equipped with Timken roller bearings in the hubs.

Tires

Will advice make later. Pneumatic tires.

Hub Caps

Pressed Steel, nickel-plated.

Rear Steering Gear

The steering gear is of the semi-irreversible, variable ratio type with large bearing surfaces completely enclosed and working in a bathof oil. To have tiller shaft, with the quick detachable tiller wheel in the center in its usual position. This construction makes it unnecessary to remove the tiller shaft for the operation of the aerial ladder. The rear axle shall be attached by half-elliptic springs to the rear spring riser carrying the rear of the frame. The above construction entirely eliminates the usual fifth wheel and platform gear and makes it possible to nest the ladders very much lower, so that they are more easily handled, and brings the load closer to the ground.

Rear Springs

The rear springs are made of chrome manganese steel, and are of the semi-elliptic style. The number and dimensions of the leaves are to be of sufficient size for the service required.

Spring Chock

Two chocks are provided, one on each side of the tractor frame adjacent to the turntable, and they are arranged to form substantial automatically adjustable struts to prevent any spring action when ladder is being operated.

Both chocks are placed into operation by pulling up a lever at the side of the tractor.

Track or Gauge

Shall be 71", center to center of tire, standard construction.

Painting

The apparatus to be handsomely painted in fine coach colors. The decorative work is to be artistic in design and execution, and is to be well grounded.

The principal colors used in the work are to be as follows:

Arches, raising device, seat, hood, etc., coach red A.L.F.E. Co. No. 124.; Frame, coach red A.L.F.E. Co. No. 124; Wheels, running gear, English vermilion A.L.F.E. Co. No. 124 or our standard.

AMERICAN-LAFRANCE MOTOR FIRE APPARATUS TYPE "17"

TRACTOR 75-FOOT MOTOR AERIAL TRUCK

Ladder Equipment

All ladders to be constructed of the best and most c arefully selected material, and to be as light as possible consistent with safety The ladder sides are to be made of Oregon pine, thoroughly seasoned by natural methods under our own supervision for a period of from four to five years before using. The ladder rungs are to be of second growth natural-cured ash. All extension ladders are to be equipped with the most approved automatic safety locks, and the raising mechanism is to be of the latest and most approved pattern. All ladders are ironed at the ends, and are strengthened laterally by iron corss-rods placed at proper intervals. Ladders are to be well finished with blackened ends, and the length of the ladders is to be clearly marked in relief on the black background at the ends.

The following ladder equipment will be of the American-LaFrance trussed construction, with the exception of the 12-ft. ladder, which will be of the solid-side type:

One 50 ft. rapid hoist rope and pulley extention to extend 45 ft. with supporting poles.

One 32-ft. single ladder
One 28-ft. single ladder
One 24-ft. single ladder
One 16-foot roof ladder
One 20-foot single ladder
One 16-foot single ladder
One 14-ft. roof ladder

Fire Tool Equipment

Two crotch poles
Four fire Department axes
Six pike poles, assorted lengths
Two wall picks
Two crowbars
Two shovels
One Wire Cutter
One Door Opener
One tin Roof Cutter
One Battering Ram---Two Pitchforks

One 5-Gal. Hurd pump
One No. 2 Babcock fire extinguisher
One F. D. Foamite extinguisher
One No. 2 Fire Gun
Two fire Department Electric Lanterns.
All necessary wrenches, crank wheels, etc.
175 ft. Manila rope, tackel & snatch block
One 11" wrench
One Oil Can
One ladder nut wrench
Turret Tug for Aerial Ladder

TOOL EQUIPMENT

Tool-Box

A steel tool-box, fitted with nickel plated latch will be mounted.

Tire Chains

One set of tire chains for driving wheels will be furnished.

Tools

The following list of standard S.A. E. and special wrenches and other tools will be supplied:

One 6-ton automobile jack.
One 1¼-lb. ball peen hammer.
One improved 10-inch combination pliers.
One 4-inch screwdriver.
One 6-inch Screwdriver.
One special valve cap and cylinder plug wrench.
One rod for above wrench
One axle nut wrench.
One No. 2 adjustable spanner wrench.
One 11-inch adjustable auto wrench.
One 4-inch adjustable wrench.
One adjustable face spanner wrench.
One plug wrench.
One 3/8-inch cold chisel
One magneto wrench
One spark-plug socket wrench.
Two extra spark plugs
Two extra connecting links for drive chains.
Two assembled center blocks for drive chains.
One Boxocket wrench.
One small hand oil-can with spout.
One 1-inch and 1 1/8-inch double end engineer's wrench
One ¾-inch and 7/8-inch double-end engineer's wrench
One 5/8-inch and 11/16 inch double-end engineer's wrench
One ½-inch and 9/16-inch double end engineer's wrench
One 3/8-inch and 7/16-inch double-end engineer's wrench
One ¼-inch and 5/16-inch double-end engineer's wrench
One Zerk Grease Gun
One Valve-Lifting Tool
One Valve-Grinding Tool
One Tool Roll

GENERAL INFORMATION

A. (Agnets please not this information is essential, so that we may begin early construction of this apparatus. Thereforen this page should be properly filled in before contract and specifications are sent to factory. Your compliance will greatly expedite matters.)

1. New 2½-inch hose couplings, male and female, are to be mailed to factory at once for thread sizers. New couplings are essential to secure perfect sizes. These will be returned with apparatus.

2. Has city any large hydrant openings? Sizers for this must also be sent if pumper is being furnished.

3. Are street or road conditions unusual? If so, please state conditions that affect apparatus.

4. What is altitude?

5. To whom is apparatus to be invoiced?

6. To whom is apparatus to be consigned? Same as above?

7. Lettering

Name .....On.....

Number.....On.....

(Page 121 over)

If the said apparatus and equipment or any part of the same shall be damaged or destroyed otherwise than by the fault of the Company, the Buyer shall promptly replace or repair the damaged or destroyed part or pay the value thereof in cash, and the Buyer shall not be entitled to any deduction of rent for the time during which said apparatus is out of repair.

And it is further mutually agreed and understood that the Company shall remain the owner and retain the title to the property above described until the whole amount of the purchase price thereof and any abligation or obligations, security or securities given therefor, are actually paid; and that in case of any attempt by the Buyer to sell, encumber, conceal, remove, or dispose of any of said property before the same shall be fully paid for, said Company may resume possession and control of said property, and for that purpose may enter any buildings or places where the same or any part thereof may be; and all payments which shall have been made upon or by reason of this contract shall be applied as, and shall be in full for, the rent and use of said property up to the date of such taking.

If this contract covers more than one piece of apparatus, it is agreed by the parties hereto that the party of the second part shall pay for each piece in accordance with the terms of payment herein stated and when each piece is delivered and accepted.

WITNESS our hands and official seals this 17 day of April, 1931

AMERICAN-LAFRANCE AND FOAMITE INDUSTRIES, INC.
Party of FirstPart
By W. H. Deitch, Sales Representative

Board of Public Safety
Fort Wayne
Indiana

J. A. CURTIN
F. D. MORGAN
W. A. WALLER
Party of Second Part

NOW THEREFORE,

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract made and entered into on the 17 day of April, 1931, by and between the American-LaFrance and Foamite Industries, Ind., and the City of Fort Wayne, Indiana, by and through its Boardof Public Safety, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JACOB HARTMAN
(Ayes 11-Nays 4)

8. As the expense of unloading apparatus is assumed by the buyer, has city facilities for easily unloading apparatus at delivery? If not, is anything to be gained by routing shipment to nearest location with suitable unloading dock or ramp?

9. If for Aerial truck, the following lettering is to be placed on truck proper:

If special or sworn forms for billing are required, please secure a supply and forward to the Elmira Office at once.

CONTRACT

THIS AGREEMENT, Made by and between the American-LaFrance and Foamite Industries, Inc., party of the first part, hereinafter called the Company, and The City of Fort Wayne, Indiana, party of the second part, hereinafter called the Buyer,

WITNESSETH, That the Company agrees to sell, upon the conditions which are below written, the apparatus and equipment hereinbefore described, all of which are to be in accordance with the specifications and guarantees attached, and which are made a part of this agreement and contract.

Delivery is to be made on cars at Fort Wayne, Indiana, and shipment to be made within 90 working days after receipt and approval of this contract duly executed, or as soon thereafter as is consistent with good workmanship and proper painting.

The Buyer agrees to purchase and pay for the aforesaid property, delivered as aforesaid, the sum of Eight Thousand Three Hundred Dollars ($8300.00) to be paid to the American -LaFrance and Foamite Industries, Inc. or its authorized agents, in the manner stated below. No payments to be made to agents except on presentation in writng of an express power of attorney to accept payment

Terms of payment to be Four Thousand One Hundred Fifty dollars in cash within ten days after delivery and acceptance of the apparatus and equipment, with interest at the rate of 6% per annum from said date, and negotiable notes or warrants for the remainder to be made payable as follows:

Four Thousand Ond Hundred Fifty Dollars on or before November 1, 1931.;

said notes or warrants to have written on same the dates on which they are to be paid, and also that they bear interest at the rate of six per cent per annum from----------days after delivery and acceptance of apparatus and equipment until paid.

All contracts are taken subject to the written acceptance of the Company, and when requested by the Company the Buyer is to furnish to the Company a satisfactory opinion of the city or town attorney as to the power of the municipality to make the contract, and also that the notes or warrants, if any, to be given in payment for any part of the above-named purchase price, are valid, legal and enforceable obligations of the municipality.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1611

M. L. BURNS
President

LEONARD. E. PRANGER
City Clerk

Presented to the Mayor for approval on the 28 day of May, 1931

LEONARD E. PRANGER
City Clerk

Approved this 6 day of June, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE No. 1612

An Ordinance allowing the claim of Mrs. Louis Crosby for pain and suffering, services of physician, loss of time and damage to clothing resulting from an injury received by falling on the side-wald in the City of Fort Wayne because of a defect existing in such sidewalk on South Calhoun Street in the City of Fort Wayne, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the claim of $213.70 filed by Mrs. Louis Crosby against the City of Fort Wayne for damages and suffering received by her and caused by a fall on the sidewalk, which injury consisted of pain and suffering, damage to clothing, servicessof physician, loss of time and services of nurse, be and the same is hereby allowed.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Louis Schmoe

(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of May, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1612

M.L.Burns
President

Leonard E.Pranger
City Clerk

Presented to the Mayor for approval on the 28 day of May, 1931.

Leonard E.Pranger
City Clerk

Approved this 6th day of June, 1931.

Wm. J. Hosey
Mayor.

GENERAL ORDINANCE No. 1613

An Ordinance providing for the transfer of the North fifty (50) feet of Lot 26 of Gesaman's Addition to the City of Fort Wayne, Indiana to the jurisdiction, management and control of the Board of Park Commissioners of the City of Fort Wayne, Indiana.

Section 1. Be it ordain d by the Common Council of the City of Fort Wayne, Indiana, that the following described real estate, to wit: The North fifty (50) feet of Lot 26 in Gesaman's Addition to the City of Fort Wayne, Indiana, be and hereby is transferred and turned over to the jurisdiction, management and control of the Board of Park Commissioners of the City of Fort Wayne, Indiana.

Edwin C. Lindenberg

(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26th day of May, 1931, by a majority vote of all memebers elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1613

M.L.Burns, President — Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 28th day of May, 1931.

Leonard E. Pranger, City Clerk.

Approved this 6th day of June, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1614

An Ordinance regulating traffic on the streets in the City of Fort Wayne, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person, firm or corporation or any operator of any vehicle to park longer than fifteen (15) minutes in any hour on the south side of Berry Street from the intersection of Berry Street and Barr Street to a point 213 feet east of said intersection, between the hours of 7 A.M. and 6 P.M. Provided, however, that during market hours parking shall be prohibited entirely.

Section 2. If any vehicle is found upon any street or highway in violation of any provision of this Ordinance or any other Ordinance regulating the stopping, standing or parking of vehicles and the identity of the operator cannot be determined, the owner, or person in whose name such vehicle is registered, shall be held prima facie responsible for such violation.

Section 3. Any person, firm or corporation, or any operator found violating the provisions of this Ordinance, upon conviction shall be fined in any sum not exceeding Fifty ($50.00) Dollars.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

Charles H. Young

(Ayes 13 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9th day of June, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1614

M.L.Burns, President Leonard E. Pranger, City Clerk

Presented to the Mayor for approval on the 12 day of June, 1931.

Leonard E.Pranger, City Clerk.

Approved this 18th day of June, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1615

An Ordinance authorizing the payment of the claim of Karl E. Helbig against the City of Fort Wayne, in the sum of Eight Hundred Twenty Three Dollars and Five Cents ($823.05).

WHEREAS on the 18th day of March, 1931, Karl E. Helbig while attempting to open the door of the City Hall at the Police Station entrance was painfully and seriously injured in falling down the cement steps to the sidewalk and which fall was caused by the loose and unfastened condition of the door knob of the door leading to the Police Court at the Police Station entrance. Fall was occasioned and caused when the door knob came loose and pulled out of the door while Karl E. Helbig was attempting to turn said door knob and pull the door open. That said door knob had been loose and was in that condition prior to the time of the injury of Karl E. Helbig. BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the claim of Karl E. Helbig as follows, to wit:

For pain and suffering and loss of time - - - -	$450.00
Lutheran Hospital, services rendered - - - - - -	240.05
Dr. Edward Kruse, medical attention - - - - - - -	130.00
Rodenbeck ambulence service - - - - - - - - - -	3.00
TOTAL CLAIM - - - - - - - - - - - - - - - - - -	$823.05

be allowed, and that the same be paid out of the Appropriation made to Item 33a of the Budget, Finance Department, claims against the City of Fort Wayne, and that the Controller of the City of Fort Wayne be authorized to pay said claim.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Charles H. Young

(Ayes 13 - Nays none)

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9 day of June, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1615

M.L.Burns, President — Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 12 day of June, 1931.

Leonard E.Pranger, City Clerk.

Approved this 18th day of June, 1931.

Wm. J. Hosey, Mayor.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1616

An Ordinance regulating traffic along the streets, alleys and public places in the City of Fort Wayne, and providing penalties for the violation of same.

Be it ordained by the Common Council of the City of Fort Wayne:

Section 1. That it shall be unlawful for any driver or owner of any behicle to stop and park, or allow or permit said vehicle to be stopped and parked on the west side of Beaver Avenue between the south line of Savilla Avenue and the North line of Home Avenue in the City of Fort Wayne, Indiana.

Section 2. That any person, firm or corporation violating this ordinance shall be upon conviction fined in any sum not exceeding Fifty ($50.00) Dollars.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and its legal publication.

E.H.Fisher

(Ayes 14 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 23 day of June, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1616

M.L.Burns, President Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 27 day of June, 1931.

Leonard E.Pranger, City Clerk.

Approved this 6th day of July, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1617

An Ordinance providing for the further regulations of the farmers' and producers' retail market in the City of Fort Wayne, Indiana.

Section 1. BE IT ORDAINED BY THE COMMON COUNCIL of the City of Fort Wayne, Indiana, that every person, firm or corporation selling, or about to sell, or offering for sale on the farmers' and producers' retail market in the City of Fort Wayne any vegetables, poultry, fruit or other articles of food, shall upon demand of the Market Master or any other person authorized and empowered by the Board of Public Safety of the City of Fort Wayne, execure an affidavit alleging that such person, firm or corporation offering for sale or selling, or having in his or its possession with intent to sell any said articles of food, has raised or produced such articles on his own premises, owned, leased or controlled by him, which affidavit shall also contain the address of the person making the same and the license number of the automobile or truck if such articles have been brought into the City of Fort Wayne by automobile or truck.

Section 2. Any person, firm or corporation violating any of the provisions of this Ordinance, shall upon conviction be fined in any sum not exeeeding One Hundred ($100.00) Dollars.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

Louis C. Langard.

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of July, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1617

M.L. Burns, President — Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 21 day of July, 1931.

Leonard E. Pranger, City Clerk.

Approved this 28 day of July, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1618

An Ordinance providing for the distribution and sale of the codified, printed and bond ordinances of the City of Fort Wayne, Indiana.

WHEREAS the Ordinances of the City of Fort Wayne, Indiana, have been codified, printed and will be bound and ready for use and distribution in the near future, NOW THEREFORE

BE IT ORDAINED BY THE COMMON COUNCIL of the City of Fort Wayne, Indiana:

Section 1. That each member of the Committee which had charge of the codification of the Ordinances and each member of the Common Council shall be given one copy. The Department of Law shall receive six copies, and each Board, Commission and Department of the City Administration of Fort Wayne shall receive one copy.

Section 2. That the Mayor of the City of Fort Wayne, City Attorney, Chairman of the Common Council, City Controller and Chairman of the Board of Public Works shall have right and power to distribute free of charge additional books containing the Fort Wayne Code of 1931 to officers, Commissions and Departments and Public Institutions of the City of Fort Wayne, provided the placing and giving of such books is of public interest and benefit.

Section 3. That the Controller of the City of Fort Wayne shall be the custodian of the books of the codified Ordinances, which shall be designated as the Fort Wayne Code of 1931, and the same may be sold by him at the rate of Seven and 50/100 ($7.50) Dollars per book or volume.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J.J.Perrey.

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of July, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1618.

M. L. Burns, President Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 21 day of July, 1931.

Leonard E.Pranger, City Clerk.

Approved this 28 day of July, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE 1619

An Ordinance ratifying and approving a certain Agreement made by and between the City of Fort Wayne, by and through its Board of Public Works, and John Dehner, Incorporated, of Fort Wayne, Indiana, for the excavation, draining of the excavated area, and the furnishing and placing of piling for the Three Rivers filtration and pumping station for the said City, and the furnishing of all materials, equipment, tools and building appliances and all labor, power and transportation necessary therefor.

WHEREAS, on the 2 day of July, 1931, The City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a certain agreement with John Dehner, Incorporated, of Fort Wayne, Indiana, for the excavated area, and the furnishing and placing of piling for the Three Rivers filtration and pumping station for the said City, and the furnishing of all materials, equipment, tools and building appliances and all labor, power and transportation necessary therefor, which agreement is in the following words and figures, to-wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 2 day of July, 1931 by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereinafter called the City, and John Dehner, Incorporated, of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations" approxed May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

Article 1. Contractors Oblication to do Work.

It is agreed that the Contractor shall make the excavation, drain the excavated area and furnish and place piling for the Three Rivers filtration and pumping station for the said City and that he shall furnish all materials, all equip-ment, tools and building appliances and all labor, power and transportation necessary therefor; and that all shall be done in full accordance with and conformity to the plans and specifications therefor which are hereto attached and made a part of this agreement.

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City May especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Con-

tractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workman, and his rate to pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection ofsuch extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3 Time

It is agreed that the said Contractor will begin work under this contract within ten days after the signing of the agreement and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion on or before the first day of September, 1931, except as such time limits may be advanced in accordance with the provisions of Article 4 herein; the time of beginning, rate of progress and rate of completion being considered as essential elements of the contract.

The City will hold the rollers of the Hosey dam in their raised position until September1,1931, as a consideration favorable to the carrying out of this contract. The City does not, however, guarantee that these rollers will be held in their raised position after September 1, 1931.

Article 4. Extensionof Time

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any

emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Marys River shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

Article5. Liquidated Damages

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to(the) be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of One Hundred Dollars ($100.00) for each and every working day that the said Contractor shall be in default. Said sum of One Hundred Dollars ($100.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract.

It is agreed that the Contractor shall not assign or transfer this contract; or sub-let any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workment. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen of sufficient suitable materials for the work, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, than and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances, or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governer by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying set of drawings, 22" x 34" in overall dimensions, entitled "City of Fort Wayne, Indiana, water Works Improvements, Filtration and Pymping Station Foundation" prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of May, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For pupposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, hese are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discoverer in either specifications or plans, or if any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9 Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations ahall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount ot be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works," "City Clerk" or "City Attorney" are used, it shall be understood to refer to the Mayor or Board of Public Works or City Clerk or City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representative.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furhish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stake s and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

~~CONTRACTOR'S COPY~~

Contractor's Office

The Contractor shall establish and maintain an office on the site of the workm or at some point convenient thereto, during the continuance of this contract, and shall have in said office at all times during working hours a representative authorized to receive and execute any and all orders given by the Engineer and such orders when given to and received by said representative shall be deemed to have been given to and received by the Contractor, The Contractor shall also provide and maintain a field office for the Engineer as hereinafter specified.

One of the vacated dwelling houses on the plant site will be made available, without charge, to the Contractor for his use as an office during the term of this contract.

Copies of the plans and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

Protection for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Responsibility for Adjoining Structures.

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surface structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations. Damaged structures shall be repaired or replaced to the condition at the time of damage. Such repair or replacement shall be made by the Contractor or by the owner of the structure as directed by the Engineer.

Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the engineer to remove, from injury gy workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire gydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets of public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Sanitary Regulations

The Contractor shall at all times provide for his employees an abundant and convenient supply of drinking water, taken from the City's water supply system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the men.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of toilets, and shall

maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne. The wages paid to common labor shall be not less than fifty (50) cents per hour.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. If such supply is taken from the mains of the City water distribution system the Contractor shall make arrangements and pay therefor in the manner prescribed by the water department regulations. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportati on or movement of men, animals, appliances or materials as he may adjudge to be necessary

or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

PROPERTY RIGHTS IN SURPLUS MATERIALS

All wxcess materials excavated during the progress of the work which shall remain after all backfilling and grading has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the Three Rivers Park site of the filtration and pumping station under the direction of the Engineer.

CLEANING UP

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with tools, and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to Pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements satisfactory evidence that all persons that have supplied labor, materials, or equip ment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 12. City's Obligation to Pay Contractor

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following named lump sum and unit prices:

Item 1. For the excavation and the drainage of the excavated area for the Three Rivers filtration and pumping station. This work and the piling

work to be done under conditions as they may exist with the rollers of the Hosey dam just above the Anthony Blvd. bridge in Fort Wayne in their lowered position, the lump sum of Fifteen Thousand ten and no/100 Dollars ($15,010.00)

Item 2a. None

Item 3c. For piles case in place by Raymond Concrete Pile Company in general accordance with their standard methods for tapered and permanently cased reinforced concrete piles, having a total length of piling left in place and accepted within certain ranges as shown in the following table, and having steel bar reinforcement of re-rolled steel, at and for the unit prices for the lengths within these certain ranges as specified in the following table:

Total Length	Unit Price Per Lineal Foot of Piles
Less than 50,000 ft.	One and 32¼/100 Dollars ($1.32¼)
From 50,000 to 55,000 Ft.	One and 30¼/100 Dollars ($1.30¼)
From 55,000 to 60,000 Ft.	One and 28¼/100 Dollars ($1.28¼)
From 60,000 to 65,000 Ft.	One and 27¼/100 Dollars ($1.27¼)
From 65,000 to 70,000 Ft.	One and 25/100 Dollars ($1.25)
From 70,000 to 75,000 Ft.	One and 24/100 Dollars ($1.24)
More than 75,000 Ft.	One and 23/100 Dollars ($1.23)

Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of Article 2 of this agreement on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this c ontract.

It is further agreed by the parties hereto that in event the Contractor desires to have the rollers of the Maumee River dam raised for the purpose of lowering the water in the Maumee, St. Mary's and St. Joseph's Rivers to prevent the water from materially interfering with the work to be done by said Contractor, the City will raise the rollers of the dam to a height sufficient to prevent material interference with the work of the Contractor by the seepage of inflow of any water in the excavation. In consideration of which the said Contractor will pay the City of Fort Wayne the sum of Seventy Two and 50/100 Dollars ($72.50) for each day the rollers of the Maumee River dam are raised to any height.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of this agreement. Upon the acceptance of the completed work by the Board of Public Works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WHITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written

John Dehner, Inc.
by John Dehner, Sec.-Treas.
(Contractor)

CITY OF FORT WAYNE, INDIANA
By Wm. J. Hosey
(Mayor)

BOARD OF PUBLIS CORKS:
John C. Trier
David Erwin
C. A. Ramsey
Attest:
Scott S. Snyder, Sectrtary

Approved:
Wm. J. Hosey, Mayor

Approved as to form and execution:

Wm. Freuchtenicht, City Attorney

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing agreement entered into by and between the City of Fort Wayne, by and through its Board of Public Works and John Dehner, Incorporated, of the City of Fort Wayne, Indiana, and providing for the excavation, draining of the excavated area, and the furnishing and placing of piling for the Three Rivers filtration and pumping station for the said City, and the furnishing of all materials, equipment, tools and building appliances and all labor, power and transportation necessary therefor, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

August Weisenburger
(Ayes, 16-Nays, none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of July, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1619

M. L. BURNS President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 21 day of July, 1931.

LEONARD E. PRANGER, City Clerk

Approved this 28 day of July, 1931.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1620

An Ordinance amending Section 6 of Article 2 of General Ordinance No. 1555.

Section 1. BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana, that Section 6 of Article 2 of General Ordinance No. 1555 be amended to read as follows, to wit:

"The provisions of this Ordinance regulating the movement, parking and standing of vehicles shall not apply to authorized emergency vehicles as defined in this Ordinance while the driver of such vehicle is operating the same in an emergency in the necessary performance of public duties. This exemption shall not, however, protect the driver of any such vehicle from the consequences of a reckless disregard of the safety of others. Provided, however, that every authorized emergency vehicle before entering any preferential street from any intersecting street, alley or driveway and before proceeding against a red or stop signal shall come to a complete stop."

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

GA.DINNEN
(Ayes, 16-Nays none)

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of July, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1620

M. L. BURNS, President — LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of July, 1931.

LEONARD E. PRANGER, City Clerk

Approved this 3 day of August, 1931.

WM. J. HOSEY, Mayor

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

GENERAL ORDINANCE No. 1622

An Ordinance regulating traffic along the streets, alleys, and public places in the City of Fort Wayne, Indiana, and porviding penalties for the violation of same.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:-

Section 1. That it shall be unlawful for any driver or owner of any vehicle to stop and park, or allow or permit said vehicle to be stopped and parked on the south side of State Street from the West line of Spy Run Avenue to the East line of Wells Street in the City of Fort Wayne, Indiana.

Section 2. That any person, firm or corporation violating this ordinance shall be upon conviction fined in any sum not exceeding Fifty ($50.00) Dollars.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and its legal publication.

LOUIS J. VOORS

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of August, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE No. 1622

M.L.Burns, President Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 14th day of August, 1931.

Leonard E. Pranger, City Clerk.

Approved this 18th day of August, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE NO. 1621

An Ordinance prohibiting parking on BerryStreet from the East line of Harrison Street to the West line of Barr Street for more than fifteen minutes out of any one hour between the hours of 7 O'clock A.M. and 6 O'clock P. M. on every day excepting Sundays and legal Holidays.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person, firm, corporation or operator to park or permit the parking of any vehicle on Berry Street from the East line of Harrison Street to the West line of Barr Street longer than fifteen (15) minutes in any one hour between the hours of 7 o'clock A. M. and 6 o'clock P. M. on every day excepting Sundays and legal Holidays,

Section 2. Any person, firm or corporation or operator violating this Ordinance upon conviction shall be fined not more than $100.00

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

G. A. DINNEN
(Ayes, 16- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11 day of August, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and knwon as

GENERAL ORDINANCE NO. 1621

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 14 day of August, 1931.

LEONARD E. PRANGER
City Clerk

Approved this 18 day of August, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE No. 1623

AN ORDINANCE DISANNEXING TERRITORY FROM THE CITY OF FORT WAYNE.

BE IT ORDAINED by the Common Council of the City of Fort Wayne:

Section 1. That the following territory now forming a part of the City of Fort Wayne, Indiana, to-wit:

The west half of the southeast quarter of Section Eighteen (18) in Adams Township, Allen County, Indiana,

be and the same hereby is disannexed from said City and thrown out of its corporate territory.

Section 2. This disannexation shall not relieve aaid territory from the payment of any minicipal assessments heretofore assessed against said territory.

Section 3. This ordinance shall be in full force from and after its passage and approval by the Mayor.

LOUIS H. SCHMOE

(Ayes 16 - Navs none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11th day of August, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE no. 1623

M.L.Burns, President Leonard E. Pranger, City Clerk

Presented to the Mayor for approval on the 14th day of August, 1931.

Leonard E. Pranger, City Clerk

Approved this 18th day of August, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE NO. 1624

An Ordinance ratifying and approving a certain Agreement made by and between the City of Fort Wayne by and through its Board of Public Works and the Dorr Company, Incorporated of Chicago, Illinois, for the designing, construction and delivering f.o.b. cars, Three Rivers station site, Fort Wayne, Indiana, and the supervising of the installation for the said City of two mechanisms for the continuous removal of sludge from the clarification tanks of the water softening plant and the furnishing of all materials, equipment, tools and building appliances, and all labor, power and transportation necessary therefor,

WHEREAS on the 9th day of July, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a certain contract and agreement with the Dorr Company, Incorporated of Chicago, Illinois, for the designing, construction and delivering f.o.b. cars, Three Rivers station site, Fort Wayne, Indiana, and the supervising of the installation for the said City of two mechanisms for the continuous removal of sludge from the clarification tanks of the water softening plant and the furnishing of all materials, equipment, tools and building appliances, and all labor, power and transportation necessary therefor, which contract and agreement is in the following words, to wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 9th day of July, 1931, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation, party of the First part, hereinafter called the City, and The Dorr Co., Inc. of New York, County of New York, State of New York, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations" approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. Contractor's Obligation to Construct.

It is agreed that the Contractor shall design, construct, deliver f.o.b. cars, Three Rivers station site, Fort Wayne, Indiana, and supervise the installation for the said City of two mechanisms for the continuous removal of sludge from the clarification tanks of the water softening plant; and that he shall furnish all materials, all equipment, tools and building appliances and all labor, power and transportation necessary therefor; and that all shall be done in full accordance with and conformity to the plans

and specifications therefor which are hereto attached and made a part of this agreement.

Article 2. Extra Work.

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workman, and his rate of pay; together with suitable and adequate memoranda of the materials usedtherein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the said Contractor will begin work under this contract within ten days after the signing of the agreement and that he will prosecute it with all due diligence thereafter at such rate as will bring it on or before January 1, 1932, to such state of completion that it can be finished, shipped, and delivered at Fort Wayne within four weeks after notice. The City will notify the Contractor and authorize shipment at least

four weeks in advance of the date equipment shall be delivered.

Article 4. Extension of Time

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City or by any act, neglect, delay, or default om the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

Article 5. Liquidated Damages

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty-Five Dollars ($25.00) for each and every working day that the said Contractor shall be in default. Said sum of Twenty-Five Dollars ($25.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising for such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for the recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract

It is agreed that the Contractor shall not assign or transfer this contract; or sub-let any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a Subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Con-

tractor for parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this conteact, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed ty the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they are located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The general character, form and dimensions of the equipment to be furnished under this contract, are shown in the accompanying drawing, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Contract No. 4, Sludge Removal Mechanisms" prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of May, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contracotr, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specificationsand exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, of in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken

any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works," "City Clerk" or "City Attorney" are used, it shall be understood to refer to the Mayor or Board of Public Works or City Clerk or City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charbe for the City of the work covered by this contract, or to his properly authorized representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have

been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on publie work and regulating or applying to public improvements.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to theCity a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. If such supply is taken from the mains of the City water distribution system the Contractor shall make arrangements and pay therefor in the manner prescribed by the water department regulations. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials, as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Property Rights in Surplus Materials

All excess materials excavated during the progress of the work which shall remain after all backfilling and grading has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the Three Rivers Park site of the filtration and pumping station under direction of the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to Pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any maoneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and evidence thereof be furnished to the City.

Article 12. City's Obligation to Pay Contractor

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner stipulated, the contract sum of Ten Thousand Six Hundred Eighty Dollars ($10,680.00) such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

Payment to the Contractor for the performance by him of his obligations shall be made as follows:

> Eighty per cent (80%) of the contract sum when the equipment shall have been delivered f.o.b. cars, Three Rivers plant site, Fort Wayne, Indiana, after authorized shipment.
>
> The balance of the total amount to be paid to the Contractor, not less than thirty (30) days after the equipment shall have been placed in operation, tested and proven to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment, or its appurtenances, shall have developed in the meantime.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

The Dorr Company, Inc. Contractor

By T. W. Spieer, Ass't Secy.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

Approved: Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:
John C. Trier
David Erwin
C. A. Ramsey

Approved as to form and execution:

Wm. Freuchtenicht, City Attorney Attest: Scott S. Snyder, Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Dorr Company, Incorporated of Chicago, Illinois, and providing for the designing, construction and delivering f.o.b. cars, Three Rivers Station site, Fort Wayne, Indiana, and the supervising of the installation for the said City of two mechanisms for the continuous removal of sludge from the clarification tanks of the water softening plant and the furnishing of all materials, equipment, tools, and building appliances, and all labor, power and transportation necessary therefor, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays noen)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of August, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1624

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of August, 1931

LEONARD E. PRANGER
City Clerk

Approved this 4 day of September, 1931

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1625

An Ordinance fixing the interest rate and the date of issue and time of payment or maturity of the second allotment of bonds issued and to be sold by the Controller of the City of Fort Wayne, Indiana, pursuant to General Ordinance No. 1571

WHEREAS, the Common Council of the City of Fort Wayne, Indiana, on December 29, 1930, passed Ordinance No. 1571 providing for the borrowing of $2,500,000.00, and the issue and sale of bonds therefor, and providing funds for the payment of the necessary expense in connection with the improvement of the Fort Wayne Water Works, owned and operated by the City ofFort Wayne, Indiana and

WHEREAS, Section 2 of said Ordinance provides among other things that said bonds shall bear not to exceed 4¼% interest per annum, and that they shall be designated as series _____, and numbered consecutively beginning with Number One(1), and to be known as Fort Wayne WaterWorks Improvement Bonds. Each of said bonds shall be issued for a period of not to exceed twenty-five years, and each allotment so issued shall be in series T so that at least one twenty-fifth (1/25th) in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. First allotment to be retired two years after issue, and

WHEREAS, the City of Fort Wayne by and through its Controller is about to issue, advertise for sale, and sell the second allotment of said bonds, therefor

SECTION 1. BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana, that the rate of interest of the second allotment of bonds to be advertsied for sale is hereby fixed at 3 3/4%. That said bonds are to be dated on the date of issue and shall be designated as Series T-2, and that the maturities of said bonds are fixed as follows, to wit:

Bonds No. 501 to 540, both inclusive, maturing October 1, 1933;
Bonds No. 541 to 580, both inclusive, maturing October 1, 1934;
Bonds No. 581 to 620, both inclusive, maturing October 1, 1935;
Bonds No. 621 to 660, both inclusive, maturing October 1, 1936;
Bonds No. 661 to 700, both inclusive, maturing October 1, 1937;
Bonds No. 701 to 740, both inclusive, maturing October 1, 1938;
Bonds No. 741 to 780, both inclusvie, maturing October 1, 1939;
Bonds No. 781 to 820, both inclusive, maturing October 1, 1940;
Bonds No. 821 to 860, both inclusvie, maturing October 1, 1941;
Bonds No. 861 to 900, both inclusive, maturing October 1, 1942;
Bonds No. 901 to 940, both inclusive, maturing October 1, 1943;
Bonds No. 941 to 980, both inclusive, maturing October 1, 1944;
Bonds No. 981 to 1020, both inclusive, maturing October 1, 1945;
Bonds No. 1021 to 1060, both inclusive, maturing October 1, 1946;
Bonds No. 1061 to 1100, both inclusive, maturing October 1, 1947;

Bonds No. 1101 to 1140, both inclusive, maturing October 1, 1948;
Bonds No. 1141 to 1180, both inclusive, maturing October 1, 1949;
Bonds No. 1181 to 1220, both inclusive, maturing October 1, 1950;
Bonds No. 1221 to 1260, both inclusive, maturing October 1, 1951;
Bonds No. 1261 to 1300, both inclusive, maturing October 1, 1952;
Bonds No. 1301 to 1340, both inclusive, maturing October 1, 1953;
Bonds No. 1341 to 1380, both inclusive, maturing October 1, 1954;
Bonds No. 1381 to 1420, both inclusive, maturing October 1, 1955;
Bonds No. 1421 to 1460, both inclusive, maturing October 1, 1956;
Bonds No. 1461 to 1500, both inclusive, maturing October 1, 1957;

Section 2. BE IT FURTHER ORDAINED, that the Common Council of the City of Fort Wayne, Indiana, hereby ratifies and approves the rate of interest so fixed at 3¾%, the date of issue of said bonds, and the maturities as hereinbefore fixed and determined in Section 1, and that the same be advertised, sold and delivered by the Controller of the City of Fort Wayne, Indiana, pursuant to General Ordinance No. 1571.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of August, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1625

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of August, 1931

LEONARD E. PRANGER
City Clerk

Approved this 4 day of September, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE NO. 1626

An Ordinance fixing the tax Levy for City purposes for the year 1932

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that alevy of Seventy-two cents (.72) upon each One Hundred Dollars of the assessed valuation of all property within the corporate limits of said City be, and the same is hereby made for the year 1932, same to be divided as follows:

General Fund	$ .5475
Sinking Fund	.058
Police Pension Fund.	.01
Fire Pension Fund.	.01
River Improvement and Flood Prevention	.01
Track Elevation.	.0025
City Plan Commission	.002
Art School.	.0025
Aviation Commission	.01
Parks--General Fund.	.0555
Parks--Playgrounds	.008
Parks--Tree Preservation	.004
Total	$ .72

Section 2. That there shall be collected from each male inhabitant liable according to law, a poll tax of Two Dollars ($2.00) during the said year of 1932.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne. Indiana, at a regular meeting, held on the 25 day of August, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1626

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 27 day of August, 1931

LEONARD E. PRANGER
City Clerk

Approved this 4 day of September, 1931.

WM. J. HOSEY
Mayor

GENERAL ORDINANCE no. 1627

An Ordinance providing for the preservation of health and quietitude, and providing penalties for the violation thereof.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT AYNE, INDIANA:-

SECTION 1. That it shall be unlawful for any person, firm or corporation owning, occupying or having charger of any building or premises or part thereof, to keep thereon or allow therein any radio, phonograph or other sound making or reproducing device which shall by noise disturb the quiet or repose of or shall annoy any person therein or in the vicinity.

SECTION 2. Any person, firm or corporation violating the terms of this Ordinance, upon conviction shall be fined in any sum not exceeding Fifty ($50.00) Dollars.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES LENZ

(Ayes 11 - Nays 4)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of September, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1627

M.L.Burns, President Leonard E. Pranger, City Clerk.

Presented to the Mayor for approval on the 12th day of September, 1931.

Leonard E. Pranger, City Clerk.

Approved this 14th day of September, 1931.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1628

An Ordinance authorizing the Board of Public Works to purchase certain real estate.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Board of Public Works is hereby authorized to purchase Lots Number Seven (7) and Eight (8) in Pfleiderer's Amended Addition to the City of Fort Wayne, according to the plat thereof, recorded in Book 4, page 12 of the Plat Records of said County.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.and legal publication thereof.

J.J.Perrey

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22nd day of September, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1628

L.L.Burns, President Leonard E. Pranger, City Clerk.

Presented to the Mayor for approbal on the 25th day of September, 1931.

Leonard E. Pranger, City Clerk.

Approved this 1st day of October, 1931.

Wm. J. Mosey, Mayor.

GENERAL ORDINANCE NO. 1629

An Ordinance ordering the improvement of the east and west sides of Buena Vista Drive from Curdis Avenue to the south line of Paramount Addition.

WHEREAS, on the 27 day of August, 1931, the Board of Public Works of the City of Fort Wayne, Indiana, duly adopted a resolution deeming it necessary to improve the east and west sides of Buena Vista Drive from Curdes Avenue to the south line of Paramount Addition, as fully set out in said resolution so adopted by the Board of Public Works of the City of Fort Wayne, Indiana, as above referred to, and

WHEREAS, on the 24 day of September, 1931, a majority of the resident freeholders from that portion of the east and west sides of Buena Vista Drive from Curdis Avenue to the south line of Paramount Addition, filed with said Board of Public Works a remonstrance signed by them against the making of such improvement, therefore be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That a necessity exists therefor and the east and west sides of Buena Vista Drive from Curdis Avenue to the south line of Paramount Addition, be and the same are hereby ordered improved in accordance with the resolution above referred to adopted by the Board of Public Works on the 27 day of August, 1931, and in accordance with the provisions of an act entitled: "An Act concerning Municipal Corporations", passed at the General Assembly at the 64 session thereof.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27 day of October, 1931 by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE NO. 1629

M. L. BURNS, PRESIDENT

MILDRED W. FUHRMAN, DEPUTY CITY CLERK

Presented to the Mayor for approval on the 29 day of October, 1931

MILDRED W. FUHRMAN, DEPUTY CITY CLERK

Approved this 6 day of November, 1931

WM. J. HOSEY, MAYOR

GENERAL ORDINANCE NO. 1630

An Ordinance amending Sections 1 and 2 of General Ordinance No. 1625 being an Ordinance fixing the interest rate and the date of issue and time of payment or maturity of the second allotment of bonds issued and to be sold by the Controller of the City of Fort Wayne, Indiana, pursuant to General Ordinance No. 1571.

Section 1. Be ir ordained by the Common Council of the City of Fort Wayne, Indiana, that Section one and two of General Ordinance No. 1625 be amended to read as follows: "Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the rate of interest of the second allotment of bonds to be advertised for sale is hereby fixed at 4¼%. That said bonds are to be dated on the date of issue and shall be designated as Series T-2, and that the maturities of said bonds are fixed as follows, to wit:

Bonds No. 501 to 540, both inclusive, maturing October 1, 1933; Bonds No. 541 to 580, both inclusive, maturing October 1, 1934; Bonds No. 581 to 620, both inclusive, maturing October 1, 1935;

Bonds No. 621 to 660, both inclusive, maturing October 1, 1936;

Bonds No. 661 to 700, both inclusive, maturing October 1, 1937;

Bonds No. 701 to 740, both inclusive, maturing October 1, 1938;

Bonds No. 741 to 780, both inclusive, maturing October 1, 1939;

Bonds No. 781 to 820, both inclusive, maturing October 1, 1940;

Bonds No. 821 to 860, both inclusive, maturing October 1, 1941;

Bonds No. 861 to 900, both inclusive, maturing October 1, 1942;

Bonds No. 901 to 940, both inclusive, maturing October 1, 1943;

Bonds No. 941 to 980, both inclusive, maturing October 1, 1944;

Bonds No. 981 to 1020, both inclusive, maturing October 1, 1945;

Bonds No. 1021 to 1060, both inclusive, maturing October 1, 1946;

Bonds No. 1061 to 1100, both inclusive, maturing October 1, 1947;

Bonds No. 1101 to 1140, both incluisve, maturing October 1, 1948;

Bonds No. 1141 to 1180, both inclusive, maturing October 1, 1949;

Bonds No. 1181 to 1220, both inclusive, maturing October 1, 1950;

Bonds No. 1221 to 1260, both inclusive, maturing October 1, 1951;

Bonds No. 1261 to 1300, both inclusive, maturing October 1, 1952;

Bonds No. 1301 to 1340, both inclusive, maturing October 1, 1953;

Bonds No. 1341 to 1380, both inclusive, maturing October 1, 1954;

Bonds No. 1381 to 1420, both inclusive, maturing October 1, 1955;

Bonds No. 1421 to 1460, both inclusive, maturing October 1, 1956;

Bonds No. 1461 to 1500, both inclusive, maturing October 1, 1957;

Section 2. Be it further ordained, that the Common Council of the City of Fort Wayne, Indiana, hereby ratifies and approves the rate of interest so fixed at 4¼%, the date of issue of said bonds, and the maturities as hereinbefore fixed and determined in Section 1, and that the same be advertised, sold and delivered by the Controller of the City of Fort Wayne, Indiana, pursuant to General Ordinance No. 1571"

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

Motion to suspend the(rules prevailed by the following vote---Ayes 15-Nays none

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY? That the Common Council of the City of Fort Wayne, Indiana, at a Special Meeting, held on the 4 day of November, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1630

M. L. BURNS President LEONARD E. PRANGER City Clerk

Presented to the Mayor for approval on the 5 day of November 1931

LEONARD E. PRANGER City Clerk

Approved this 6 day of November, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1631

An Ordinance amending General Ordinance No. 1257 passed September 8, 1925, entitled "An Ordinance retulating the keeping of dogs."

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Section 7 of General Ordinance No. 1257, passed September 8, 1925, and entitled, "An Ordinance regulating the keeping of dogs" be amended to read as follows:

Section 7. Any person violating or failing to comply with the provisions of this Ordinance shall upon conviction be fined not less than Five ($5.00) Dollars or more than Fifty ($50.00) Dollars. The court in its disctetion, however, upon the conviction of any person violating Section 4 and Section 5 of this Ordinance may order any such vicious or fierce dog or any dog causing any annoyance, as described in Section 5 of said Ordinance, turned over to the Humane Society of the City of Fort Wayne, to be disposed of by said Society, or he may order any such vicious or fierce dog which has attacked any person to be killed by the Humane Society. Providing, however, that before the Humane Society of the City of Fort Wayne shall dispose of any dog by killing, it shall first make a report to the court in which such cause is pending, and the court may upon receiving such report, order the dog killed by the Humane Society. Provided further that before any such vicious or fierce animal which has attacked any person shall be killed, it shall be kept by the Humane Society for a period of ten (10) days under observation of the Board of Health of the City of Fort Wayne, Indiana.

Section 2. That Ordinance 162, approved August 14, 1900. is repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE
(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of November, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1631

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of November, 1931

LEONARD E. PRANGER, City Clerk

Approved this 30 day of November, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE No. 1632

An Ordinance authorizing the Board of Public Safety to sell or dispose of certain old automobiles.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Board of Public Safety be and hereby is authorized to sell the following described old automobiles: 1 Ford Squad Car, 3 Ford Coaches, 1 Cadalac Touring, 1 Essex Coach and 1 Hudson Sedan, upon first having the same appraised. The City Attorney is hereby authorized to have the Judge of the Allen Circuit Court of Allen County, Indiana, appoint appraisers as required by law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY
(Ayes 16 - Nays none)

THIS ORDINANCE WAS DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 8th day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1632.

M.L.Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 12 day of December, 1931.

Leonard E.Prnager, City Clerk.

Approved this 15th day of December, 1931.

William J. Hosey, Mayor.

GENERAL ORDINANCE NO. 1633

An ordinance amending General Ordinance No. 999, being an Ordinance providing for the licensing and regulating of public dance halls as amended January 25, 1921.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Section 11 of General Ordinance No. 999, being an Ordinance providing for the licensing and regulating of public dance halls, be amended to read as follows, to wit: Section 11. All public dances shall be discontinued and all public dance halls shall be closed on or before the hour of 1:30 o'clock a.m., and remain closed until the hour of 7:00 o'clock a.m., provided that all public dances held in any public park or on park grounds owned by the City of Fort Wayne, Indiana, shall discontinue and close at 12:00 o'clock p.m. and remain closed until 7:00 o'clock a.m.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

A. J. DEITSCHEL
(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1633

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 28 day of December, 1931

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1634

An Ordinance changing and amending the symbols and indications of a part of Section 5 of the map which is a part of General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards, and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928."

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 5 of the map which is part of General Ordinance No. 1436, known as the Zoning Ordinance, as above described, be changed from those of a B District to those of a C District on lots numbered 29, 30, 31, 32, 89, 90, 91, 92, 149, 150, 151, 152, 209, 210, 211, 212, of the Drexel Park Addition, and lots numbered 52, 53, 80, 81, 82 and 83 of the Kryder Addition extended, and lots numbered 1, 2, 3, 4, 5 and 6, Oxford Place Addition, and lots numbered 51, 52 of the Oxford Place Addition, and lots numbered 241, 242, 375, 376, 377, 378, 511, 512 of the Drexel Park Second Addition, and lots numbered 153, 154, 155, 156, 197, 198, 199, 200 of the Weisser Park Amended Addition. All Additions to the City of Fort Wayne, Indiana, and said area be known as C district.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHAS. LENZ
(Ayes 12-Nays 4)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1634

M. L. BURNS President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 28 day of December, 1931

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931 WM. J. HOSEY, Mayor

See following sheet 171 a-b

GENERAL ORDINANCE NO. 1635

An Ordinance ratifying and approving a certain contract made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Max Irmscher and Sons of the City of Fort Wayne, Indiana, for the construction of the Three Rivers Filtration and Pumping Station in the City of Fort Wayne, Indiana.

WHEREAS on the 18 day of December, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Max Irmscher and Sons of Fort Wayne, Indiana, for the construction of the Three Rivers Filtration and Pumping Station in the City of Fort Wayne, Indiana, and which contract and agreement isin the following words and figures, to wit:

Item 1. The work to be done under river conditions as they may exist with the rollers of the Hosey dam above Anthony Boulevard in their lowered position; except that at the contractor's request and with the City's agreement, the rollers shall be raised and the contract sum shall be reduced by an amount to be determined by the product of the number of days the rollers will have been kept in their fully raised position and the unit price of Thirty Dollars ($30.00) per day.

Item 2a. Concrete reinforcement bars of rerolled rail steel.

Item 3. Carved limestone for exterior panels.

Glazed tile block on interior walls of:

Filter room; Main and auxiliary pump rooms from top of terra cotta facing to roof or ceiling; Filter control gallery and filter building entrance hall from floor to roof excepting that the arches and walls above the arches to the ceiling between the piers in the filter control gallery remain plaster imitation stone as shown on the plans; Service gallery from floor to ceiling including columns.

Cut stone facing on interior walls of:

Entrance hall, inner vestibule and office corridor, including pilasters and window and doorway arches; Main stairwell from top of terra cotta facing to roof; Terra cotta on interior walls of:

Main and auxiliary pump rooms from floor up to

RESOLUTION 2/9/32

on Ordinance #1634

Resolution correcting the records of the Common Council of the City of Fort Wayne, Indiana, by entry Nunc Pro Tunc.

Whereas, on October 27, 1931, there was introduced into the Common Council the following ordinance, to-wit: "An Ordinance changing and maending the symbold and indications of a part of Section 5 of the map which is part of General Ordinance No. 1436, the same being "An Ordinance establisning a zoning plan for the City of Fort Wayne, to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards, and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish buildings lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the Court. This Ordinance and Ordinance supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928."

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 5 of the map which is part of General Ordinance No. 1436, known as the Zoning Ordinance, as above described, be changed from those of a B. District to those of a C district on lots numbered 29, 30, 31, 32, 89, 90, 91, 92, 149, 150, 152, 209, 210, 211, 212 of the Drexel Park Addition to City, and lots numbered 52, 53, 80, 81, 82, 83, of the Kryder Addition extended, and lots numbered 51, 52 of Oxford Addition, and lots numbered 241, 242, 375, 511, 512, of the Drexel Park Second Addition, and Lots numbered 153, 154, 197, 198, 199, 200 of the Weisser Park Amended Addition. All additions to the City of Fort Wayne, Allen County, Indiana, and said area to be known as C district.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor," and

Whereas said Ordinance was referred to the Fort Wayne City Plan Commission, and the Fort Wayne City Plan Commission made its report against the passage of said Ordinance, and

Whereas on December 22, 1931, the Common Council of the City of Fort Wayne, Indiana, by a vote of 12 to 4, as shown by the records of the Common Council passed said ordinance in regular and proper manner as required by law, and

Whereas after the passage of said ordinance certain changes and additions to said Ordinance were made by the City Clerk under the mistaken belief that an amendment had been passed to said Ordinance, snich amendment had not been passed, or adopted by the Common Council, and which ordinance was designated General Ordinance 1634 in the records of the Common Council of the City of Fort Wayne,

171 B.

Indiana.

Now Therefore, be it resolved by the Common Council of the City of Fort Wayne, Indiana, that the City Clerk of Fort Wayne be and hreby is ordered and directed to submit the ordinance so passed by the Common Council without any changes, additions, amendments or alterations, and if any changes or alterations have been made in said Ordinance to eliminate or correct the same, to the Mayor of the City of Fort Wayne as provided by law. If said Ordinanae is approved by the Mayor of the City of Fort Wayne, as provided by law within the time specified, to publish said ordinance in book and pamphlet form as the law requires, and that the ordinance now on the records of the Common Council and numbered 1634 be expunged, and that if the ordinance herein ordered to be submitted to the Mayor is approved and published, that the same be designated as Ordinance 1634. That the records of the Common Council are therefore amended and corrected nunc pro tunc as of December 22, 1931, to speak the truth and to correctly record the facts and the proceedings as they occurred in truth and in fact.

(signed) August Weisenburger

Adopted by the following vote - Ayes 12, Nays 4.

Pursueant to resolution of the common council to correct the record and proveedings relating to ordinance No. 1634 as attached as of the date hereinafter contained.

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 22nd day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE No. 1634

M.L.Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 9 day of February, 1932.

Leonard E.Pranger, City Clerk.

Approved this 9 day of February, 1932.

Wm. J. Hosey, Mayor.

level of service and loading balconies and service gallery floor including all columns, pilasters, returns and jambs.

Item 4. Filter sand produced by Ottawa Silica Company.

Item 5,6, 7 and 8 Filter and wash water rate controllers, hydraulic valve operating equipment and gages, raw water, filtered water and high service meters, transmissions gages and registers manufactured by Simplex Valve and Meter Company.

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 18 day of December, 1931, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation, party of the first part, hereinafter called the City and MAX IRMSCHER & SONS of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH.

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for themselves and their heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. CONTRACTOR'S OBLIGATION TO DO WORK

It is agreed that the Contractor shall build and construct the Three Rivers filtration and pumping station for the said City and that he shall furnish all materials, all equipment, tools and building appliances and all labor, power and transportation necessary therefor; and that all which are hereto attached and made a part of this agreement.

It is further agreed that the work shall be done using the follwing named materials and types of construction offered as base proposal or alternates in the proposal:

As itemized on page A-1a (foregoing page)

Article 2 EXTRA WORK

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contract-

or for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed the eon, the nature of the work performed by such workman, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchase, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3 TIME

It is agreed thatthe said Contractor will begin work under this contract within ten days after the signing of the agreement and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion. within twelve months after date of ratification of the contract by the City Council, except as such time limits may be advanced in accordance with the provisions of Article 4 herein; the time of beginning, rate of progress and date of completion being considered as essential elements of the contract.

Article 4. EXTENSION OF TIME

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work, or of substantioal alterations, ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled tosuch an extension or

advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged caude or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Marys River, not exceeding 754.0 feet above sea level, shall not be taken as entitling the Contractor to any extension of time within the meaning of this article,

Article 5. LIQUIDATED DAMAGES.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a peanlty, the sum of One Hundred Dollars ($100.00) for each and every working day that the said Contractor shall be in default. Said sum of One Hundred Dollars (100.00) perday, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. ASSIGNMENT OF CONTRACT.

It is agreed that the Contractor shall not assign or transfer this contract; or sub-let any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligationsand liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City

Article 7. CITY'S RIGHT TO COMPLETE

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. PLANS AND SPECIFICATIONS

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying set of drawings, 22 inches by 34 inches in overall dimensions, entitled " City of Fort Wayne, Indiana, Water Works Improvements, Filtration and Pumping S+ation", prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor, subject to the approval of the Engineer. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. ALTERATIONS.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be

added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, of both together, may request the Judge of the Superior Court of Allen County, Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. GENERAL STIPULATIONS

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein it shall be understood to referto the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk", or "City Attorney" are used, it shall be understood to refer to the Mayor or Board of Public Works or City Clerk or City Attorney of the said City.

When the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Enginner, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans and specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but theContractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for

the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer, and such rejected materials or articles shall not be used; but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Working Schedule

Within ten calendar days after the Contract is awarded to him, the Contractor shall submit to the Engineer a proposed program or schedule of construction operations showing clearly just how he proposes to conduct the work so as to bring the contract to fulfillment by the date of completion stated. This schedule shall outline the proposed sequence of construction operations, the rates of progress and the status of the work at definite dates.

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the methods of accomplishing the required results, except as some particular sequence or method may distinctly be demanded by the Plans and Specifications or by the expressprovisions of this Agreement. The Engineer may, however, make such reasonable requirements as may, in his judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Photographs

The Contractor shall furnish during the term of this contractprogress photographs of the work together with the negatives. These shall be furnished at an average rate of three per week, one from each of three viewpoints. The Engineer will establish the position of the viewpoints and the Contractor shall erect observation towers of timber or light steel framework with platform not less than 6 feet square at an elevation not below El. 800 at each of these points. Each tower shall be provided with a safe ladder and shall be securely wind braced. One photograph per week shall be taken from each such viewpoint.

All prints shall be entitled "City of Fort Wayne, Indiana, Water Works Improvements, Filtration and Pumping Station, Contract No. 6." The date and serial number shall be prominently displayed in the lower right-hand corner.

The photograph shall be 7½ by 10½ inches over-all with a 1½-inch hinged binding edge on the short left side. They shall be glossy finsin and mounted on a cloth back suitable for binding. Two prints of each negative shall be furnished to the Board of Public Works and one print of each to the Engineer. The Contractor shall have the privilege of obtaining as many prints as he desires at his own expense.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

Protection for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Responsibility for Adjoining Structures

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surface structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damages as a result of his operations. Damaged structures shall be repaired or replaced to the condition at the time of damage. Such repari of re-

placement shall be made by the Contractor or by the owner of the structure as directed by the Engineer.

Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the Engineer to remove, from injury by workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services, The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Sunday and Night Work

No Sunday work shall be done except in case of emergency or to protect from damage or injury any work that has already been done; and then only with the written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

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Advertising

All advertising priviliges shall be retained by the City and no signs, posters or advertisements of any description shall be placed on the premises without consent of the City.

Sanitary Regulations

The Contractor shall at all times provide for his employees an abundant and convenient supply of drinking water, taken from the City's water supply system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the men.

The Contractor shall provide at convenient points prpperly secluded from observation, a sufficient number of toilets, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. If such supply is taken from the mains of the City water distribution system the Contractor shall make arrangements and pay therefor

in the manner prescribed by the water department regulations. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Relation to Other Contracotrs

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Property Rights in Surplus Materials

All excess materials excavated during the progress of the work which shall remain after all backfilling and grading has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the Three Rivers Park site of the filtration and pumping station under direction of the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. CONTRACTOR'S OBLIGATION TO PAY BILLS

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the

lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 12. CITY'S OBLIGATION TO PAY CONTRACTOR

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner hereinafter stipulated, the following named contract sum: Eight Hundred Eighty Three Thousand, Five Hundred and Forty Three and 75/100 Dollars ($883,543.75) Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and diminished by such sums as the City may lwfully deduct and retain as liquidated damages under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work the Engineer will make an estimate of the amount and value of the work which has beendone under this contract during that month, or since the date of the last preceding estimate Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any discharged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of Article 2 of this agreement on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No allowance will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work, except that seventy-five per cent (75%) of the invoice price of reinforcement steel, cast iron water pipe and special castings, and ashlar stone, stored on the ground to be installed later, may be included as an item in progress estimates.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable and within sixty days afterthe satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of this agreement. Upon the acceptance of the completed work by the Board of Public Works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John Trier
David Erwin
C. A. Ramsey

Attest:
Scott S. Snyder, Secretary

Approved:

Wm. J. Hosey, Mayor

Approved as to form and execution:

Wm. Fruechtenicht, City Attorney

L. R. Mathews
R. D. Mc Namee

Max Irmscher & Sons
by Max Irmscher, Sr.
George M. Irmscher
A. P. Irmscher
Max Irmscher, Jr.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract made and entered into on the 18 day of December, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Max Irmscher and Sons, of the City of Fort Wayne, Indiana, for the construction of the Three Rivers Filtration and Pumping Station, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 13-Nays 1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana at a Special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1635

M. L. BURNS, President

LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931.

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1636

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Byron Jackson Company for the furnishing, erecting, testing and placing in operation certain motor driven units and miscellaneous appurtenances, and the furnishing of all materials, equipment, tools and building appliances and all labor, power and transportation necessary therefor.

WHEREASon the 12 day of December, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Byron Jackson Company of Los Angeles, California, for the Furnishing, erecting, testing and placing in operation certain motor driven units and miscellaneous appurtenances, and the furnishing of all materials, equipment, tools, and building appliances and all labor, power and transportation necessary therefor, which contract is in the following words and figures, to wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 12 day of December, 1931, by and between the CITY OF FOR WAYNE, Indiana, a municipal corporation, party of the first part, hereinafter called the City, and BYRON JACKSON CO. of LOS ANGELES, County of LOS ANGELES, State of CALIFORNIA, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed, and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. Contractor's Obligation to Furnish, Erect, Test and Place in Operation the Centrifugal Pumping Units.

It is agreed that the Contractor shall furnish, erect, test and place in operation for the said City, certain motordriven pumping units and miscellaneous appurtenances, and that he shall furnish all materials, all equipment, tools and building appliances, and all labor, power and transportation necessary therefor; and that all shall be done in full accordance with and conformity to the plans and specifications the efor which are attached hereto and made a part of this agreement. The description and trade numbers of these units are:

Item H.S. 1 One 4,200 g.p.m. 175 ft. hear 10"-H type S pump; G.E. 250 H.P. 1200 R.P.M. type T S, Syn. motor-P.C. 11802

Item H.S. 2 One 5,600 g.p.m. 176 ft. hear 12" M.H. type S pump; G.E. 300 H.P. 1200 R.P.M. type T S, Syn. motor. P.C. 11803

Item H.S. 3 One 7,000 g.p.m. 177 ft. head 14" M type S pump; G.E.400

H.P. 1200 R.P. M. type T S, Syn. motor. P.C. 11804.

Item H.S. 4 One 8,400 g.p.m. 178 ft. head 16" L type S pump; G.E. 500 H.P. 1200 R.P.M. type T S, Syn. motor. P.C. 11805

Item H.S. 5 One 8,400 g.p.m. 178 ft. head 16" L type S pump; G.E. 500 H.P. 1200 R.P.M. type T S, syn. motor P.C. 11805

Item H.S. 6 One 10,500 g.p.m. 180 ft. head 18" M type S pump: G.E. 600 H.P. 900 R.P.M. type T S, Syn. motor P.C. 11806

Item W.W. 1 One 2,100 g.p.m. 65 ft. head 8" L type S pump; G.E. 50 H.P. 1760 R.P.M. type K induction motor P.C. 11807

Item P.S. 1 One 10,000 g.p.m. 39 ft. hear 20" type S pump; G.E. 150 H.P. 700 R.P.M. type K T induction motor. P.C. 11808

Item P.S. 2 One 14,000g.p.m. 41 ft. head 20" type S pump; G.E. 200 H.P. 700 R.P.M. type K T induction motor. P.C. 11809

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the Contractor shall furnish to the Engineer within six weeks after the signing of the agreement complete drawings and detailed specifications of the pumping units sufficient to show all relations of the equipment to its setting and connecting piping; and that he will complete the construction of the equipment and make satisfactory shop tests by April 15, 1932, so that it may be shipped to Fort Wayne thereafter within a period of two weeks time after receipt of subsequent notice to so ship, but that he will hold this equipment in storage, at his own expense, until authorized by the City to ship; and that immediately after shipment to Fort Wayne he will be prepared to make installation thereof and will complete such installation and make tests thereof within a period of two months following the date of shipment.

Article 4.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Marys River shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages

It is expressly covananted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty Dollars ($20.00) for each and every working day that the said Contractor shall be in default. Said sum of Twenty Dollars ($20.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed xxxx and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the

right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor , or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisionsof this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so .

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 6. Plans and Specifications

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works and of which copies are appended hereto and which form a part of this agreement.

The operating conditions and desired characteristics of the equipment to be furnished under this contract and the arrangement of the equipment in the building are shown on accompanying drawings entitled "City of Fort Wayne, Indiana, Water Works Improvements, Centrifugal Pumping Units for Filtration and Pumping Station, " prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The equipment to be furnished under this contract is described in a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work ~~xx~~ of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the speci-

fications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shal be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall be ome binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10 General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk", or"City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of said City.

Whenever the term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proveeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspections may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspection and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materiasl or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

MEASUREMENT

Due and proper measurements will be taken by the Engineer during the progress pf the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts of neglect, or by the acts or neglect of his agents, employees or workmen.

Protection for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period, resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In prticular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tolls and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Guarantee

It is agreed that all materials and workmanship furnished hereunder shall be first class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, the whole or any part of the equipment furnished by himhereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose for which it is intended, as the result of any defect in desing, material or workmanship.

The Contractor further guarantees that the overall, or wire to water, efficiency of each unit when operating at the specified ratings under the conditions of the performance test, shall be as follows:

Item No.	Capacity gpm	Total Head Feet	Speed	Overall Efficiency of each Unit
H.S.1	4,200	175		
H.S.2	5,600	176		
H.S.3	7,000	177		
H.S.4	8,400	178		
H.S.5	8,400	178		
H.S.6	10,500	180		
W.W.1	2,100	65		
P.S.1	10,000	39		
P.S.2	14,000	41		

Article 12, Contractor's Obligation to Pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will f rnish to the City. if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or beocme due to the Contractor under this agreemert until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 13. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performarce by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor, at the times and in the manner hereinafter stipulated, the contract sum of Thirty-one Thousand Nine Hundred Two and 00/100 Dollars ($31,902.00), increased by such sums for extra work as may become due and payable to the Contractor under the provisions of Article 2 herein, and diminsihed by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 herein, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein, and diminished by such sums as the City may lawfully deduct and retain in compensation for the failure of the equipment to fulfill the guarantee made for it.

Payments to the Con ractor for the performance by him of his obligations under this contract shall be made as follows:

Fifty per cent (50%) of the contract sum when the equipment and materials shall have been delivered at the site of the Three Rivers filtration and pumping station, Fort Wayne, Indiana, after authorized shipment.

Thirty per cent (30%) of the contract sum when the equipment shall have been erected and placed in satisfactory operating condition in the Three Rivers filtration and pumping station.

If the completion of delivery or erection of the equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered or erected. As soon as practicalbe after such estimate is made u and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to 80 per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials and equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after the equipment shall have been erected, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the meanwhile; and provided further, that if within ninety days after the date of completion of delivery of equipment at Fort Wayne, it shall not have been erected and tested for any reason not due to the fault or neglect of the Contractor, the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety day period. The balance of the total amount due shall be retained by the City until the equipment shall have been erected, tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The Contractor shall file with the City a sworn statement that all claims for accounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall file, in liew thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first abo ve written.

CITY OF FORT WAYNE, INDIANA

By WM. J. HOSLY Mayor

BOARD OF PUBLIC WORKS:
John C. Trier
David Erwin
C. A. Ramsey
Attest: Scott S. Snyder, Secretary

Approved:

WM. J. HOSEY, Mayor

Approved as to form and execution:

Wm. FRUEC TENICHT, City Attorney

Charles B. Yobst

Helen C. Sherman

Witnesseth

Byron Jackson Co.

By Murray Russell

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract, made and entered into on the 12th day of December, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Byron-Jackson Company of Los Angeles, California, for the furnishing, erecting, testing and placing in operation certain motor driven units and miscellaneous uppurtenances, and the furnishing of all materials, equipment, tools and building appliances and all labor, power and transportation necessary therefor, which contract is more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1636

M. I. BURNS, President

LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1637

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and V. M. Nussbaum and Company for the construction and installation of the electrical wiring in the Three Rivers Filtration and Pumping Station in the City of Fort Wayne, Indiana,

WHEREAS, on the 11 day of December, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, and V. M. Nussbaum and Company entered into a certain contract and agreement for the construction and installation of the electrical wiring in the Three Rivers Filtration and Pumping Station in the City of Fort Wayne, Indiana, which contract and agreement is in the following words and figures, to wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 11 day of December, 1931, by and between the CITY OF FORT WAYNE, Indiana, a municipal corporation, party of the first part, hereinafter called the City, and V. M. NUSSBAUM & Co. of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed, and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the follwoing ARTICLES OF AGREEMENT:

Article 1. Contractor's Obligation to Furnish and Erect Equipment.

It is agreed that the Contractor shall furnish, deliver and erect for the said City certain electrical equipment and miscellaneous appurtenances, and that he shall furnish all materials, all equipment, tools and building appliances, and all labor, power and transportation necessary therefor; and that all shall be done in full accordance with and conformity to the plans and specifications therefor which are attached hereto and made a part of this agreement. The description and trade numbers of the principal items of this equipment are:

Item 1. Switching Equipment
GE SPEC. SBA 67832D

Item 2. Transformers
GE SBA 67832D

Item 3. Motor Starting Equipment
GE SBA 67832D

Item 4. Motor Control Panels
GE SBA 67832C

Item 5. Lighting Distribution and
Switch Panels

Item 6. Emergency Lighting Unit
Roth Bros. Co. MC-207 EL

Item 8. Modification of Equipment and connections relating to main breakers

Item 10. Aluminum body flood lights

Item 12. Silvo-Glass Globes

Item 13. Dead front power distribution Panel

Item 14. Solid neutral light panels with single pole tumbler switches as required by City Light and Power Department

Item 15. Pass of City Electrical Inspector

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workment, and his rate of apy; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the Contractor shall furnish to the Engineer within four weeks after the signing of the agreement complete draings and detailed specifications of the equipment to be furnished under this contract; that he will make installation of conduits and all other equipment which must be encased in substructure concrete or other materials, in ample time that it may be encased without delay to the substructure work; and that he will complete the construction of equipment by April 15, 1932, so t at it may be shipped to Fort Wayne thereafter within a period of two weeks time after receipt of subsequent notice to so ship, but that he will hold this equipment in storage, at his own expense, until authorized by the City to ship; and that immediately after shipment to Fort Wa ne he will be prepared to make installation thereof and will complete such installation and make tests thereof within a period of two months following the date of shipment.

Article 4. Extension of time.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contracy by reason of excessive storms or floods, or by acts or Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City; the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon whcih such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Marys River shall not be taken as entitleing the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages.

It is expressly covananted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty Dollars ($20.00) for each and every working day that the said Contractor shall be in default. Said sum of Twenty Dollars ($20.00) per day,

in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article. 6. Assignment of Contract.

It is agreed that the Contractor shall not assign or transfer this contract or sublet any part of the work embraced in it, except with the written consent of the City to do so.

,It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitable, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistnetl or repeatedly fail to supply enough properly skilled workmen or sufficeint suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge and cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the

amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effert, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to doso.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Puclic Works, and of which copies are appended hereto and which form a part of this agreement.

The details of certain of the equipment to be furnished under this contract and the arrangement of the equipment in the building are shown on accompanying drawings entitled "City of Fort Wayne, Indiana, Water Works Improvements, Electrical Equipment for Filtration and Pumping Station", prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposed of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The equipment to be furnished under this contract is described in a set of specifications, which are appended hereto, describing and defining the nautre and quality of materials and the cha racter of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or desceibed in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in idspute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

ARTICLE 9. Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to threr disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto snall pay one-half of the expenses of such reference.

Article 10. General Stipulations.

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilleed.

Definition of Terms

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk", or "City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions forthe preservation of these stakes and marks, and shall see to it that the work at all times proveeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation of manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be

final and conclusive evidence of the amount of work performed under this contract.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all alaims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, provedd, machine or appliance used by him in this work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect. or by the acts or neglect of his agents, employees or workmen.

Protection for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period, resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuse s or neglects to comply woth the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. in case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tolls and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Guarantee

It is agreed that all materials and workmanship furnished hereunder shall be first-class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, the whole or any part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose of which it is intended, as the result of any defect in design, material or workmanship.

Article 12. Contractor's Obligation to Pay Bills.

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if required, by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 13. City's Obligation to Pay Contractor

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor at the times and in the manner hereinafter stipulated, the contract sum of THIRTY THREE THOUSAND SIX DOLLARS ($33,006.00) Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2herein, and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 herein, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

Fifty per cent (50%) of the contract sum when the equipment and materials shall have been delivered at the site of the Three Rivers filtration and pumping station, Fort Wayne, Indiana, after authorized shipment.

Thirty per cent (30%) of the cortract sum when the equipment shall have been erected and placed in satisfactory operating condition in the Three Rivers filtration and pumping station.

If the completion of delivery or erection of the equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered or erected.

As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to 80 per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials, and equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after the equipment shall have been erected, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the meanwhile; and provided further, that is within ninety days after the date of completion of delivery of equipment at Fort Wayne, it shall not have been erected and tested for any reason not ude to the fault or neglect of the Contractor, the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety day period. The balance of the total amount due shall be retained by the City until the equipment shall have been erected, tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The Contractor shall file with the City a sworn statement that all claims for accounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

Approved:

Wm. J. Hosey, Mayor

Approved as to form and execution:

Wm. Fruechtenicht, City Attorney

Helen Sheets, Witness

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest: Scott S. Snyder
Secretary

V. M. Nussbaum & Co.

By H. Nussbaum, Treasurer

Section 1. Be it ordained by the Common Council of the City ofFort Wayne, Indiana, that the foregoing contract made and entered into on the 11 day of December, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and V. M. Nussbaum Company for the construction and installation of the electrical wiring in the Three Rivers Eiltration and Pumping Station in the City of Fort Wayne, Indiana, which contract is more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its pssage and approval by the Mayor.

CHARLES H. YOUNG
(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereumto attached, and known as GENERAL ORDINANCE No. 1637

M. L. BURNS , President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931.

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1638

An Ordinance ratifying and approving a certain contract and agreement made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Western Gas Construction Company of Fort Wayne, Allen County, Indiana, for the furnishing and delivering of certain valves and gates for the Thre Rivers Filteation and Pumping Station in the City of Fort Wayne, Indiana.

WHEREAS, on the 16 day of December, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the Western Gas Construction Company of Fort Wayne, Indiana, for the furnishing and delivering of certain valves and gates for the Three Rivers Filtration and Pumping Station in the City of Fort Wayne, Indiana, which contract and agreement is in the following words and figures, to-wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 16 day of December, 1931, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation, party of the first part, hereinafter called the City, and THE WESTERN GAS CONSTRUCTION CO., of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed, and do hereby covenant and agree, the party of the first part for itself and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following Articles of Agreement:

Article 1. Contractor's Obligation to Furnish and Deliver Valves and Gates

It is agreed that the Contractor shall furnish and deliver f.o.b. cars, Three Rivers Station Site, Fort Wayne, Indiana, valves and gates, all in full accordance with and conformity to the lists, plans and specifications therefor which are hereto attached and made a part of this agreement.
The valves included in this contract are:

Group 3. All valves in List Fb.
Group 4. All valves in List G and H

The following plans and drawings submitted with the bidder's proposal are hereby made a part of this agreement:

D-3075, D-2435, D-2436, D-2725, 1389, D-2732, A-3101, A-3102, A-3103, A-3104, A-3106

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed

upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the Contractor shall furnish to the Engineer, within four weeks after the signing of this agreement, complete drawings and detailed specifications of the valves and gates sufficient to show all relations of the equipment to its setting, connecting piping and other services; and that he shall complete the construction and delivery of certain valves and gates to be later designated by the City on or before December 15, 1931, and others as needed during the construction of the filtration and pumping station upon reasonable notice from the City, and he shall complete the construction and delivery of all valves and gates by June 1, 1932.

Article 4. Extension of Time

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the

stopping of the work by the said Ctiy because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

Article 5. Liquidated Damages

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some othere certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty Dollars ($20.00) for each and every working day that the said Contractor shall be default. Said sum of Twenty Dollars ($20.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising arising from such breaches of this contract; which said sums ~~of~~ the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract.

It is agreed that the Contractor shall not assing or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.--

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The details of certain of the gates to be furnished under this contract are shown on plans entitled "City of Fort Wayne, Indiana, Water Works Improvements, Valves and Gates for Filtration and Pumping Station", prepared by Hoad, Lecker, Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater

detail or to a greater degree of elaboration. Additional drawin s also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of theplans have been prepared at one-half the linear scale of the original drawings. Inthe event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The equipment to be furnished under this contract is described in a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifica ionsfrom time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties

hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specifty certain conditions under which the contract is to be fulfilled.

DEFINITION OF TERMS

Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, of whenever the terms "Mayor", "Board of Public Works", "City Clerk" or "City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

ENGINEERING SUPERVISION

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the Contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materilas or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

MEASUREMENT

A careful check will be made by the Engineer of all equipment delivered during the progress of the work, and his estimates based upon such checking of equipment delivered and accepted shall be final and conclusive evidence of the amount of work performed under this contract.

PATENTS AND PATENT RIGHTS

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliances used by him in this work.

Article 11. Guarantee

It is agreed that all materials and workmanship furnished hereunder shall be first-class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, the whole or any part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose for which it is intended, as the result of any defect in design, material or workmanship.

Article 12. Contractor's Obligation to Pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if required, by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 13. City's Obligation to Pay Contractor

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following schedule of lump sum prices, to wit:

Group 3. For all valves in List Fb, the lump sum of Twenty Thousand, Three Hundred and Seventy Eight Dollars ($20,378.00).

Group 4. For all valves in Lists G and H, the lump sum of Eight Thousand, Seven Hundred and Fifty Dollars ($8,750.00)

but increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein, and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 herein, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

Eighty per cent (80%) of the contract sum upon the completion of the delivery f.o.b. cars, Three Rivers station site, Fort Wayne, Indiana, of all valves and gates to be furnished under this contract. If the completion of delivery of equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after all valves and gates shall have been installed, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the meanwhile; and proviede further, that if within ninety days after the date of completion of delivery of the equipment at Fort Wayne, it shall not have been installed and tested for any reason not due to the fault or neglect of the Contractor, the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety days period. The balance of the total amount due shall be retained by the City until the equipment shall have been installed, tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The Contractor shall file with the City a sworn statement that all claims for accounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for saud labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FOIT WAYNE, INDIANA

By Wm. J. Hosye, Mayor

Approved:

Wm. J. Hosey, Mayor

Approved as to form and execution:

Wm. Fruechtenicht, City Attorney

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder

The Western Gas Construction Co.
Thomas W. Stone V.P. & G.M.
R. Ourckes, Ass't Secy.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract, made and entered into on the 16 day of December, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Western Gas Construction Company of Fort Wayne, Indiana, for the furnishing and delivering of certain valves and gates for the Three Rivers Filtration and Pumping Station in the City of Fort Wayne, Indiana, and which contract and agreement is more specifically described in the preamble hereto, be and the same is hereby in all things ratified andapproved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

CHARLES H. YOUNG
(Ayes 15- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indianna, at a special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1638

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931.

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1639

An Ordinance ratifying and approving a certain contract and agreement made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Michigan Valve and Foundry Company for the purchasing, furnishing and delivering of certain valves for the use of the Three Rivers Filtration and Pumping Station.

WHEREAS, on the 16 day of December, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the Michigan Valve and Foundry Company for the purchasing, furnishing and delivering a certain valves for the use of the Three Rivers Filtration and Pumping Station, which contract is in the following words and figures, to wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 16 day of December, 1931, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereinafter called the City and Michigan Valve and Foundry Co., of Detroit, County of Wayne, State of Michigan, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed, and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following Articles of Agreement:

Article 1. Contractor's Obligation to Furnish and Deliver Valves and Gates

It is agreed that the Contractor shall furnish and deliver f.o.b. cars, Three Rivers Station site, Fort Wayne, Indiana, valves and gates, all in full accordance with and conformity to the lists, plans and specifications therefor which are hereto attached and made a part of this agreement.

The valves included in this contract are:

Group 1. All valves in list A.B.C.D. and Fa

Group 2. All valves in list E.

The following plans and drawings submitted with the bidder's proposal are hereby made a part of this agreement:

C-0002	C-1874	C-1878	C-1888	C-1913	C-1924	C-1927	C-1931
C-1943	C-3015	C3387	C-10287	D-0177	D-0455	D-0609	D-2364
D-2591	D-3582	D-3583	D-3584	D-3586	D-3587	D-3588	D-3569
D-3590	D-3591	D-3592	D-3593	D-3594	D-3595	D-3597	D-3590
D-3599	D-3600	D-3601	D-3602	D-3603	T-2266		

Article 2. Extra Work.

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progerss of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage or account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the Contractor shall furnish to the Engineer, within four weeks after the signing of this agreement, complete drawings and detailed specifications of the valves and gates sufficient to show all relations of the equipment of its setting, connecting piping and other services; and that he shall complete the construction and delivery of certain valves and gates to be later designated by the City on or before December 15, 1931, and others as needed during the construction of the filtration and pumping station upon reasonable notice from the City, and he shall complete the con-

struction and delivery of all valves and gates by June 1, 1932.

Article 4. Extension of Time.

It is agreed that if the Contractor shall be unaviodably delayed in beginning or fulfilling this contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

Article 5. Liquidated Damages.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty Dollars ($20.00) for each and every working day that the said Contractor shall be defautl. Said sum of twenty Dollars ($20.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assingment of Contract

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitabley, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assingment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fial to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nautre of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall ~~ex~~ be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article. 8. Plans and Specifications.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The details of certain of the gates to be furnished under this contract are shown on plans entitled "City of Fort Wayne, Indiana, Water Works Improvement, Valves and Gates for Filtration and Pumping Station", prepared by Hoad, Decker,

Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1931. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The equipment to be furnished under this contract is described in a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and nor particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specification, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein.

In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and bindingand each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

DEFINITION OF TERMS

Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk", or "City Attorney" are used, they shall be understood to refer to the Mayor, of Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

ENGINEERING SUPERVISION

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request thereofr by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor

shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractro to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by Which they may have convenient access to such parts of the work as may be required.

MEASUREMENT

A careful check will be made by the engineer of all equipment delivered during the progress of the work, and his estimates based upon such checking of equipment delivered and accepted shall be final and conclusive evidence of the amount of work performed under this contract.

PATENTS AND PATENT RIGHTS

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliances used by him in this work.

Article 11. Guarantee

It is agreed that all materials and workmanship furnished hereunder shall be first-class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, and whole or any part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose for which it is intended, as the result of any defect in design, material or workmanship.

Article 12. Contractor's Obligation to Pay Bills.

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if required, by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 13. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following schedule of lump sum prices, to wit:

Group 1. For all valves in lists A, B, C, D and Fa, the lump sum of Thirty-Three Thousand, Four Hundred Fifty Dollars ($33,450.00)

Group 2. For all valves in list E, the lump sum of Twenty-four Thousand, two Hundred Seventy Dollars ($24,270.00)

but increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein, and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 herein, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

Eighty per cent (80%) of the contract sum upon the completion of the delivery f.o.b. cars, Three Rivers station site, Fort Wayne, Indiana, of all valves and gates to be furnished under this contract. If the completion of delivery of equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, and the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any un discharged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after all valves and gates shall have been installed, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the meanwhile; and provided further, that if within ninety days after the date of completion of delivery of the equipment at Fort Wayne, it shall not have been installed and tested for any reason not due to the fault or neglect of the Contractor the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety day period. The balance of the total amount due shall be retained by the City until the equipment shall have been installed, tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The Contractor shall file with the City a sworn statement that all claims for accounts due for labor, mat rials and equipment furnished for this work have been paid in full, or he shall file, in lieu thereof, a sworn statement showing in de ail the nature and amo nt of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WRKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretay

Approved:

Wm. J. Hosey, Mayor

Approved as to form and execution:

Wm. Frenchtenicht, City Attorney

R. W. Wickes

Michigan Valve and Foundry Co.

Sam'l. C. Mead, Vice President

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract, made and entered into on the 16 day of December, 1931, by and between the City of Fort Wayne, by and through its Board of Public Works, and the Michigan Valve and Foundry Company, for the purchasing, furnishing and delivering of certain valves for the use of the Three Rivers Filtration and Pumping Station, which contract is more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JACOB HARTMAN
(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1639

M. L. BURNS, president LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1640

An Ordinance ratifying and approving a certain contract made by and between The Fort Wayne Journal Gazette, party of the First Part, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, Party of the Second Part.

WHEREAS, on the ____ day of December, 1931, The Fort Wayne Journal Gazette by L.G.Ellingham, and the City of Fort Wayne, Indiana, by and through its Board of Pu lic Works, entered into a certain contract and agreement by the terms of which The Fort Wayne Journal Gazette is to print in The Fort Wayne Journal Gazet.e the proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1932 until December 31, 1932, and to furnish the City of Fort Wayne 125 copies of the proceedings of each Council meeting bound in phamplet form, and to furnish 100 copies of the proceedings of the entire year bound in buckram and 25 copies bound in cloth, which contract is in the following words and figures, to wit:

CONTRACT AND BOND.

THIS AGREEMENT, made and entered into this 21st day of December, 1932, by and between the Fort Wayne Journal-Gazette, party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to print in the FORT WAYNE JOURNAL - GAZETTE Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1st, 1932, until Decemver 31st, 1932, and to furnish the parties of the second part, One Hundred and Twenty-five (125) copies of the Proceedings of each Council Meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31st, 1932, One Hundred (100) copies of the Proceedings of the entire year, bound to-gether with an index for each of said copies. All of said One Hundred (100) copies to be bound with Buckram, and also Twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made a part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the same to the foregoing FORT WAYNE JOURNAL - GAZETTE, shall be at the rate of <u>One Dollar and five cents ($1.05)</u> per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index

which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publication required to be made by law, shall be One Dollar and Five Cents ($1.05), per inch, column width, to be measured as the same appear in said paper, Plus One Hundred and Ten Dollars ($110.00) for printing and binding Fifty (50), additional copies in buckram or cloth.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by the contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done and deduct thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish a good and sufficient Bond in the sum of Two Thousand ($2,000.00) Dollars payable to the City of Fort Wayne, Indiana, for the faithful performance of all of the conditions of this contract.

IT IS HEREBY AGREED THAT NO ASSIGNMENT OF THIS CONTRACT shall be made without the written consent of said parties of the second part.

IN TESTIMONEY THEREOF, THE FOREGOING NAMED PARTIES HEREUNTO set their hands and seals this 21st, day of December, 1931.

JOURNAL-GAZETTE CO.
by L.G.ELLINGHAM, Pres.
Party of the First Part.

ATTEST: Scott S. Snyder, Secretary

John C.Trier
David Erwin

City of Fort Wayne, Indiana.
Through its Board of Public Works,
Party of the 2nd. part.

William J. Hosey, MAYOR.

KNOW ALL MEN BY THESE PRESENTS, That, we the JOURNAL-GAZETTE COMPANY, as principal, and L.G.Ellingham of Allen County, State of Indiana, are held and firmly bound to the City of Fort Wayne, Indiana, in the penal sum of Two Thousand ($2,000.00) Dollars for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligations are such that the above named party of the first part shall faithfully comply with the foregoing contract, made and entered into this 21st, day of December, 1931, with the City of Fort Wayne, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS OUR HANDS AND SEAL THIS 21st, day of December, 1931.

JOURNAL-GAZETTE CO.
by L.G.Ellingham, Pres.
Party of the First Part.

L.G.Ellingham

Approved this 22nd day of December, 1931

John C.Trier
David Erwin
Board of Public Works.

Attest Scott S. Snyder, Secretary.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract made by and between The Fort Wayne Journal Gazette, by L.G.Ellingham, Party of the First Part, and the City of Fort Wayne, Indiana, byaand through its Board of Public Works, on the ___ day of December, 1931, by the terms of which contract and agfeement The Fort Wayne Journal Gazette is to print in The Fort Wayne Journal Gazette the proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1932 until December 31, 1932, and to furnish the City of Fort Wayne 125 copies of the proceedings of each Council meeting bound in pamphlet form, and to furnish 100 copies of the proceedings of the entire year bound in Buchram and 25 copies bound in cloth, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG
(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special Meeting, held on the 29th day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1640

Michael L. Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 31 day of December, 1931.

Leonard E.Pranger, City Clerk.

Approved this 31st day of December, 1931.

Wm. J.Hosey, Mayor.

GENERAL ORDINANCE No. 1641

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and The American Engineering Company of Phialdelphia, Pennsylvania, for the purchase, instqllation, erection and construction of three multiple retort underfed mechanical stokers with stoker and grinder drives under Division 2 of the specifications for the City Light and Power Works.

WHEREAS, on the 22nd day of December, 1931, the City of Fort Wayne, Indiana. by and through its Board of Public Works, entered into a certain contract and agreement with the American Engineering Company of Philadelphai, Pennsylvania, for the purchase, installation, erection and constrcution of three multiple retort underfed mechanical stokers with stoker and grinder drives under Division 2 of the specifications of the City Light and Power Works, which contract and agreement is in the following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

THIS AGREEMENT made and entered into this twenty-second day of December, 1931, by and between The American Engineering Company of the County of Philadelphia, State of Pennsylvania, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiaana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to f rnish and pay for all work, materials and apparttus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named divisions of the specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

DIVISION NO. 2-Three multiple retort underfed mechanical stokers of the bouble rodl clinker grinder type with stoker and grinder drives delivered and erected in Purchaser's boiler plant building in the City of Fort Wayne, Indiana.

Stokers are to be of the Taylor 33 M C 7 type.

All of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the American Engineering Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein as full length, xx for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

TWENTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS ($27,600.00)

Delivery of the first of the three stokers and appurtenances is to be made within 45 days after notification by the party of the second part but not later than 120 days after date of this agreement except by mutual agreement

of the parties hereto.

Delivery of the second and thrid stokers and appurtenances will be made within 45 days after notification by the party of the second part but not later than 240 days after date of this agreement except by mutual agreement of the parties heerto.

Erection of each stoker and its appurtenances will be completed within 25 calender days after delivery and preparatiin of the site by the second part.

Payments are to be made in accordnace with paragraph 18 - "terms of Payment " of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successord and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

by WM. J. HOSEY, MAYOR

JOHN C. TRIER
DAVID ERWIN
C.A.RAMSEY
BOARD OF PUBLIC WORKS

ATTEST: SCOTT S. SNYDER,
Secretary.

AMERICAN ENGINEERING CO.
per C. Leland Myers

Party of the First Part.

Approved as to form and Legality
by WM. FRUECHTENICHT.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into on the 22nd day of December, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the American Engineering Company of Philadelphia, Pennsylvania, for the purchase, installation, erection and construction of three multiple retort underfed mechanical stokers with stoker and grinder drives under Drivision 2 of the specifications for the City Light and Power Works, which contract is more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J.J.PERREY
(Ayes 15 - Nays none)

This Ordinance was duly published in book and pamphlet form, as required by law.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29th day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1641

M.L. Burns
President

Leonard E.Pranger
City Clerk.

Presented to the Mayor for approval on the 31 day of December, 1931.

Leonard E.Pranger
City Clerk.

Approved this 31st day of December, 1931.

Wm.J.Hosey,
MAYOR.

GENERAL ORDINANCE NO. 1642

An Ordinance ratifying and approving a certain contract and agreement made by and between the City of Fort Wayne, Indiana, and the Babcock and Wilcox Company of New York, for the purchase, installation, erection and construction of three steam boilers, superheater, furnace, and masonry, etc., and appurtenances under Division 1 of the specifications of the City Light and Power Works.

WHEREAS, on the 22 day of December, 1931, the City of Fort Wayne, Indiana by and through its Board of Public Works, entered into a certain contract and agreement with the Babcock & Wilcox Company of New York, for the purchase, installation, erection and construction of three steam boilers, superheater, furnace, and masonry, etc. and appurtenances, under Division 1 of the specifications of the City Light and Power Works, which contract and agreement is in the following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this twenty-second day of December, 1931, by and between The Babcock and Wilcox Company, of the County of New York, State of New York, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as vocered by the following named divisions of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

> Division No. 1. Three (3) water tube steam boilers, superheaters, air heaters, water cooled furnace walls, masonry settings, soot blowers, trimmings, supporting steel and upper fronts, all delivered and erected on purchasers foundations in Purchasers boiler plant building in the City of Fort Wayne, Indiana, and,

all of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the Babcock and Wilcox Company Base Bid on Division No. 1 on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

One Hundred Twenty-two Thousand, Eight Hundred Withty Dollars and no cents ($122,880.00)

Delivery of the first of the three boilers with its superheater, air heater, water cooled furnace walls, soot blowers, trimmings and supporting steel will be made within 42 days after notification by the party of the second part but not later than 120 days after date of this agreement except by mutual agree-

ment of the parties hereto.

Delivery of the second and third boilers with superheaters, air heaterd, water cooled furnace walls, soot blowers, trimmings and supporting steel will be made within 49 days after notification by the party of the second part but not later than 240 days after date of this agreement except by mutual agreement of the parties hereto.

Erection of each boiler and its appurtenances including masonry setting will be completed within 84 calender days after delivery and after preparation of the site by the party of the second part.

Payments are to be made in accordance with paragraph 18--"Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assings.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

Approved as to form and Legality

By Wm. Freuchtenicht

The Babcock and Wilcox Co.
T. P. McFarlarne, Dist. Sales Mgr.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

John C. Trier
David E win
C. A. Ramsey
BOARD OF PUBLIC WORKS

Attest: Scott S. Snyder, Sec.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Babcock & Wilcox Company of New York, for the purchase, installation, erection and construction of three steam boilers, superheater, furnace, and masonry, etc. and appurtenances under Division 1 of the specifications of the City Light and Power Works, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY
Ayes 11-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1642

M. L. BURNS, Presidnet LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931.

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1643

An Ordinance ratifying and approving a certain contract made and entered into by and between the City of Fort Wayne, Indiana by and through its Board of Public Works, and the General Electric Company of the County of Schenectady, State of New York, for the furnishing of all work, materials, and apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered in Division No. 10 of the Specifications for the Improvement of the City Light and Power Works.

WHEREAS, on the 6 day of November, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the General Electric Company of the County of Schenectady, State of New York, for the furnishing of all work, mate ials and apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered in Division No. 10 of the Specifications for the Improvement of the City Light and Power Works, and which contract is in the following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this sixth day of November, 1931, by and between the General Electric Company of the County of Schenectady, State of New York, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: that the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

Division No. 10--One (1) dual driven exciter unit and motor control delivered f.o.b. cars at the Purchaser's power plant in the City of Fort Wayne, all of which material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the General Electric Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Seven Th sand Three Hundred Ninety Six Dollars and No cents ($7,396.00)

Delivery of all apparatus is to be made within ten (10) weeks after date of this agreement.

Payments are to be made in accordance with paragraph 18--"Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

GENERAL ELECTRIC COMPANY

R. S. Murray, Treasurer

Party of the First Part

Attest:

A. K. Willey, Ass't Secretary

Approved as to form and legality

By: Wm. Fruechtenicht

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin

Attest:

Scott S. Snyder, Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract made and entered into on the 6th day of November, 1931, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the General Electric Company of the County of Schenectady, State of New York, for the furnishing of all work, materials and apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered in Division No. 10 of the Specifications ofr the Improvement of the City Light and Power Works, which contract is more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special Session, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1643

M. E. BURNS, President

LEONARD E. FRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931.

LEONARD E. FRANGER, City Clerk

Approved this 31 day of December, 1931.

WM. J. HOSLEY, Mayor

GENERAL ORDINANCE NO. 1644

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Cochrane Corporation of the County of Philadelphia, State of Pennsylvanie, for the furnishing of all materials, apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered by the following named devisions of the specifications for the Improvement of the City Light and Power Works, namely Division No. 8 and Division No. 9.

WHEREAS, on the 6th day of November, 1931, the City of Fort Wayne, Indiana by and through its Board of Public Works, entered into a certain contract and agreement with the Cochrane Corporation of the County of Philadelphia, State of Pennsylvania, for the furnishing of all materials, apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered by Division No. 8 and 9 of the Specifications for the Improvement of the City Light and Power Works, which contract and agreement is in the following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this sixth day of November, 1931, by and between Cochrane Corporation of the County of Philadelphia, State of Pennsylvania, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials, and apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered by the following named divisions of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

Division No. 8. One (1) feed water heater of the direct contact deaerating type, delivered f.o.b. cars Fort Wayne, Indiana, and,

Division No. 9. One(1) boiler water conditioning system with appurtenances and accessories delivered f.o.b. cars Fort Wayne, Indiana,

all of which work, material and apparatus is to be in accordance withthe specifications for the Improvement of the City Light and Power Works and the proposal of the Cochrane Corporation on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Eight Thousand, Four Hundred Ninety-Three Dollars and No Cents ($8,493.00)

Heater is to be of steel plate construction.

Delivery of all equipment and apparatus will be made within 60 days after request by the party of the second part but not later than 120 days after date of this contract except by mutual agreement of the parties hereto:

Payments are to be made in accordance with paragraph 18--"Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

COCHRANE CORPORATION

H. L. Gibson, President

Charles M. Whorton, Secretary

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin

Attest:

Scott S. Snyder, Secretary

Approved as to Form and Legality

By Wm. Freuchtenicht

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract, amde and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Cochrane Corporation of the County of Philadelphia, State of Pennsylvania, for the furnishing of all materials, apparatus, tools, and labor necessary for the con - struction and delivery of the materials and apparatus as covered by Division No. 8 and No. 9 of the Specifications for the Improvement of the City Light and Power Works, which contract is more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29 day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1644

M. L. BURNS President LEONARD L. PRANGER, City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1931

WM. J. HOSEY, Mayor

GENERAL ORDINANCE No. 1645

An Ordinance ratifying and approving a certain contract made by and between the Ingersoll-Rand Company of New York, N.Y., and the City of Fort Wayne, Indiana, by and through its Board of Public Works, on the 6th day of November, 1931, covering the following improvements at the City Light Plant: Division 6 - For the furnishing of two (2) electric motor driven and one steam turbine driven, centrifugal boiler feed pumps with drives and motor control. Division 7 - For the furnishing of six (6) centrifugal pumps and motor drives.

WHEREAS on the 6th day of November, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a contract with the Ingersoll-Rand Company of New York, N.Y., covering the following improvements at the City Light Plant: Division 6 - For the furnishing of two (2) electric motor driven and one steam turbine driven, centrifugal boiler feed pumps with drives and motor control. Division 7 - For the furnishing of six (6) centrifugal pumps and motor drives, which contract and agreement is inthe following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this sixth day of November, 1931, by and between INGERSOLL-RAND COMPANY of the County of New York, State of New York, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: that the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction and delivery of the materials and apparatus as covered by the following named divisions of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

DIVISION No. 6 - Two electric motor driven and one steam turbine driven, centrifugal boiler feed pumps with drives and motor control delivered f.o.b. cars Fort Wayne, Indiana.

Motors and control are to be of General Electric make.

Steam turbine is to be General Electric Type D-54 two stage. Couplings are to be "Fast" flexible couplings.

Boiler feed pumps are to be furnished for operation initially at 500 gallons per minute and a total head of 800 feet.

Turbine drive is to be furnished for operation initially at a steam pressure of 185 pounds per square inch guage and a total temperature of 513°F.

DIVISION No. 7 - Six centrifugal pumps and motor drives delivered f.o.b. cars Fort Wayne, Indiana.

Motors are to be General Electric Type R A totally enclosed, fan cooled ball bearing, squirrel cage, induction motors, all of which work, material and apparatus is to be in accordance with the specifications for the Improvements of the City Light and Power Works and the proposal of Ingersoll-Rand Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length; for and in consideration of the payment by the City of Fort Wayne, as follows, to-wit:

FOURTEEN THOUSAND, FOUR HUNDRED THIRTY-TWO DOLLARS AND NO CENTS ($14,432.00).

Delivery of all pumps with drives and control is to be made within 42 calender days after request by the party of the second part but not later than 120 days after date of this agreement except by mutual agreement of the parties hereto.

Payments are to be made in accordance with paragraph 18 "Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

BY: Wm. J. Hosey, Mayor

John C.Trier
David Erwin
C.A.Ramsey
Board of Public Works

ATTEST: Scott S. Snyder
Secretary.

INGERSOLL-RAND COMPANY

R.D.Purcell, Treasurer

F.S.Overton.

Party of the First Part

APPROVED AS TO FORM AND LEGALITY
by: Wm. Fruechtenicht.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into by and between the Ingersoll-Rand Company of New York, N.Y., and the City of Fort Wayne, Indiana, by and through its Board of Public Works covering the following improvements at the City Light Plant: Division 6 - For the furnishing of two (2) electric motor driven and one steam turbine driven, centrifugal boiler

feed pumps with drives and motor control. Division 7. - For the furnishing of six (6) centrifugal pumps and motor drives, be and the same is hereby in all things ratified and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15 - Nays none)

THIS ORDINANCE WAS DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 29th day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1645

M.L.Burns
President

Leonard E.Pranger,
City Clerk.

Presented to the Mayor for approval on the 31st day of December, 1931.

Leonard E.Pranger,
City Clerk.

Approved this 31st day of December, 1931.

Wm. J. Hosev,
Mayor.

GENERAL ORDINANCE No. 1646

An Ordinance ratifying and approving a certain contract and agreement made and entered into on the 6th day of November, 1931, by and between the Allen-Sherman-Hoff Company of Philadelphia, Pennsylvania, and The City of Fort Wayne, Indiana, by and through its Board of Public Works, covering Division Number 3 of the specifications for the improvement at the City Light Plant, for the furnishing of two (2) ash hoppers.

WHEREAS on the 6th day of November, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the Allen-Sherman-Hoff Company of Philadelphia, Pennsylvania, and which contract covered Division Number 3 of the specifications for the improvement at the City Li ht Plant, for the furnishing of two (2) ash hoppers, and which contract is in tne following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this sixth day of November, 1931, by and between THE ALLEN-SHERMAN-HOFF COMPANY of the County of Philadelphia, State of Pennsylvania, party of the first part, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construc ion, delivery and erection of the work, materials and apparatus as covered by the following named Division of the Specifications for the Improvement of tne City Light and Power Works, on file in the office of the Board of Public Works, to wit:

DIVISION NO. 3. - The furnishing, delivery and erection in the Purchaser's boiler plant building in the City of Fort Wayne, Indiana, of two (2) ash hoppers, complete with linings, gates, quenchers and other fittings and appurtenances as specified, all of which work, materials and apparatus is to be in accordance with the Specifications for the Improvements of the City Light and Power Works and the proposal of The Allen-Sherman-Hoff Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

SIX THOUSAND, EIGHT HUNDRED NINETY DOLLARS AND NO CENTS ($6,890.00)

Delivery of the first of the two ash hoppers will be made within

sixty days after request by the party of the second part, but not later than 120 days after date of this agreement except by mutual agreement of the parties hereto.

Delivery of the second of the two ash hoppers will be made within 60 days after request by the party of the second part but not later than 240 days after the date of this agreement except by mutual agreement of the parties hereto.

Erection of each ash hopper will be completed within 45 days after delivery and after preparation of the site of the work by the party of the second part.

Payments are to be made in accordance with paragraph 18 "Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

by Wm. J. Hosey,
MAYOR

John C.Trier
David Erwin
C.A.Ramsey

ATTEST: Scott S. Snyder
SECRETARY

BOARD OF PUBLIC WORKS

THE ALLEN-SHERMAN-HOFF COMPANY

by Lugh P.Hoff,
Secretary

PARTY OF THE FIRST PART

APPROVED AS TO FORM AND LEGALITY

by Wm. Fruechtenicht.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract made and entered into on the 6th day of November, 1931, by and between the Allen-Sherman-Hoff Company of Philadelphia, Pennsylvania, and the City of Fort Wayne, by and through its Board of Public Works, covering Division 3 of the specifications for the improvement of the City Light Plant, for the furnishing of two (2) ash hoppers, be and the same is hereby in all things ratified and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special Meeting, held on the 29th day of December, 1931, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1646

M.L. Burns
President

Leonard E.Pranger
City Clerk

Presented to the Mayor for approval on the 31 day of December, 1931.

Leonard E.Pranger
City Clerk.

Approved this 31st day of December, 1931.

Wm. J. Hosey
MAYOR

GENERAL ORDINANCE NO. 1647

An Ordinance disannexing territory from the City of Fort Wayne.

Section 1. That the following territory now forming a part of the City of Fort Wayne, Indiana, to-wit:

Commencing at the intersection of Calhoun Street and Pettit Avenue; thence east along the center line of Pettit Avenue to a point 665 feet east of the center line of Calhoun Street; thence south on a line that is parallel to and 665 feet east of the center line of Calhoun Street to the center line of Southern Street (Paulding Road); thence west along the center line of Southern Street (Paulding Road) to the center line of Calhoun Street; thence north along the center line of Calhoun Street to Pettit Avenue, the place of beginning; being the west six hundred and sixty-five (665) feet of the east half of the southeast quarter of Section Twenty-three (23) in Wayne Township;

be and the same herby is disannexed from said City and thrown out of its corporate territory.

Section 2. This disannexation shall not relieve said territory from the payment of any municipal assessments heretofore assessed against said territory.

Section 3. This ordinance shall be in full force fromand after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLICHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1647

M. L. BURNS, President LEONARD A. PRANGER, City Clerk

Presented to the Mayor for approval on the 15 day of January, 1932

LEONARD A. PRANGER, City Clerk

Approved this 20 day of January, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1648

An Ordinance amending section 12 of General Ordinance 1092 and repealing Section 13 of Ordinance 1092 relating to the quality of milk permitted to be sold in the City of Fort Wayne, Indiana.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Section 12 of Ordinance 1092 be amended to read as follows: "Grade B pasturized milk, skimmed milk and cream in addition to other requirements of this ordinance shall be obtained free from disease and tuberculin tested anually and examined physically every six months in the manner prescribed in this ordinance and shall be produced under sanitary conditions that the bacterial count when delivered to a pasturizing station shall at no time exceed 5000,000 colonies of bacteria per cubic centimeter by the official plate count of the equivilent count by the Breed microscopic count or the equivilent by the methylene blue reductase test.

All such milk and skimmed milk shall be pasturized and the bacterial count of the finished product as delivered to the consumer shall not exceed 50,000 colonies per cubic centimeter.

Milk, skimmed milk and cream of this designation shall be delivered to the consumer, within twenty four hours after pasturization.

The caps of all bottles containing Grade B pasturized milk, skimmed milk or cream, and the caps and tags attached to all cans containing Grade B pasturized milk, skimmed milk or cream shall have the Grade and designation, Grade B pasturized milk, skimmed milk or cream as the case may be, the name and address of the dealer and the day, hours between which, and place where pasturization was performed, clearly, legibly and conspicuously displayed on the outer side thereof"

Section 2. That Section 13 of Ordinance 1092 is hereby repealed.

Section 3. That thos Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication thereof.

EDWIN C. LINDENBERG

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That The Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1648

M. L. BURNS , President LEONARD E. FRANGER? City Clerk

Presented to the Mayor for approval on the 15 day of January, 1932.

LEONARD E. FRANGER, City Clerk

Approved this 20 day of January, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1649

An Ordinance amending Section 1 and Section 5 of an Ordinance numbered 1337, being an Ordinance amending Section 4 of General Ordinance No. 1092.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Section 1 of General Ordinance No. 1337 be amended to read as follows, to wit: "Section 1. Applications and procedure. That Section Four of General Ordinance No. 1092 be amended to read as follows: Applications for licenses to sell milk or milk products in the City of Fort Wayne, Indiana, shall be made to the Board of Health upon official forms furnished by said board. Such official forms shall show the name of the applicant, the location of his milk plant or plants, and of each of the dairy frams which are sources of supply, the grades of milk or cream the applicant purposes to sell; and agreement permitting the inspection of all premises from which milk is produced and handled, and any other information deemed necessary by the Board of Health. A milk plant intended for use as such by said applicant, shall score 50 per cent on methods and 35 per cent on equipment, totaling 85 per cent. Such score to be attained upon a score card as used by the United States Department of Agriculture for scoring milk plants, before a license will be granted to applicant. Upon receipt of the application the Board of Health shall take appropirate steps in order to determine whether the provisions of this ordinance hereinafter set forth have been complied with, and whether the milk and milk products produced or handled by the applicant conform in character to the standards and requiremtnts of the particular grade and designation under which they are intended to be sold. A report shall thereafter be made by the said Board of Health recommending the granting or denial of the application, as the case may be. No such application shall be recommended approved until the source of the milk or milk products supply shall have been found to conform to the requirements and standards of this ordinance. No such application shall be recommended or approved unless the milk plant of the applicant is located in the City of Fort Wayne, or within four (4) miles of the limits thereof, so that the inspection by the Board of Health from time to time may be practicable.

The Board of Health shall grant or deny an application within thirty (30) days from date of such application, if the Board of Health grants such application, it shall be the duty of the Controller of such city to issue a license to such applicant upon the receipt of such application properly signed and approved by the Board of Health, and upon the payment of the fees provided elsewhere in this ordinance."

Section 2. That section 5 of General Ordinance No. 1337 be amended to read as follows: "Standards and Requirements of Grade A Pasturized milk, skimmed milk and cream for infants and children.

Milk plants for this particular grade shall be maintained at all times and in such condition as to warrant a score of 85% as defined in Section 4 of General Ordinance 1337.

Grade A pasturized milk, skimmed milk and cream, in addition to other requirements of this ordinance shall be obta ned from cows free from disease and tuberculin tested annually and examined physically every six months in the marner prescribed in this ordinance, and shall be produced under such sanitary conditions that the bacterial count when delivered to a pasturizing station, shall at no time exceed 500,000 colonies of bacteria per cubic centimeter by the official plate count or the equivalent count by the Breed microscopic count or the equivalent by the methylene blue reductase test.

Milk in this grade shall immediately upon being drawn from the cow be cooled to a temparature not higher than sixty degrees Fahrenheit.

All such milk and skimmed milk shall be pasturized and the bacterial counts of the finished product as delivered to the consumer shall not exceed 30,000 colonies per cubic centimeter.

Milk, skimmed milk and cream of this grade and designation sahll be delivered to the consumer within twenty four hours after pasturization.

Milk, skimmed milk and cream of this grade and designation shall be delivered to the consumer in bottles unless otherwise ordered and permitted by the Board of Health.

The caps of all bottles containing Grade A pasturized milk, skimmed milk or cream shall have the designation Grade A pasteurized milk, skimmed milk or cream, as the case may be, the name of the dealter, and the days and hours between which pasturization was completed and the place where pasturization was performed, clearly, legibly and conspicously displayed on the outer sided thereof."

Section 3.. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

ANDREW J. DETTSCHEL

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1649

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 15 day of January, 1932

LEONARD E. PRANGER, City Clerk

Approved this 25 day of January, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE No. 1650

An Ordinance changing and amending the symbols and indications of a part of Section 2 of the map which is a part of General Ordinance No. 1436, and the same being, "An Ordinance establishing a zoning plan for the City of Fort Wayne, to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate and limit the use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of the City of Fort Wayne, passed November 13, 1928."

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the symbols and indications of Section 2 of the map which is part of General Ordinance No. 1436 known as the Zoning Ordinance, as above described, be changed from those of a F District to those of a D District on Lots Numbered 200, 201, 202, 203 Hanna's Addition; and on Lots Numbered 1, 2, 3, Diffenderfer's Subdivision and the North Half of Lots Numbered 246 and 247 Hanna's Addition, being located on both sides of Madison Street from Barr Street to a point 238 feet east of the east line of Barr Street, and said Area shall be known as a D District.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS J. VOORS

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1650

M.L.Burns
President

Leonard E.Pranger
City Clerk.

Presented to the Mayor for approval on the 30 day of January, 1932.

Leonard E.Pranger
City Clerk.

Approved this 3rd day of February, 1932.

Wm. J. Hosey, MAYOR.

GENERAL ORDINANCE NO. 1651

An Ordinance ratifying and approving a certain contract and agreement made and entered into on the 22 day of December, 1931, by and between the Allen Sherman Hoff Company of the County of Philadelphia, State of Pennsylvania, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, covering Division No. 3, the furnishing, delivery and erection in the Purchaser's boiler plant building in the City of Fort Wayne, Indiana, of one (1) ash hopper, complete with linings, gates, quenchers and other fittings and appurtenances as specified, for the improvement of the City Light and Power Works, , Whereas, on the 22 day od December, 1931, the City of Fort Wayne, Indiana, entered into a certain contract and agreement with the Allen Sherman-Hoff Company of the County of Philadelphia, State of Pennsylvania, covering Division No. 3, the furnishing, delivery and erection in the Purchaser's boiler plant building in the City of Fort Wayne, Indiana, of one (1) ash hopper complete with linings, gates, quenchers and other fittings and appurtenances as specified, for the improvement of the City Light and Power Works, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this twenty-second day of December, 1931, by and between the Allen Sherman-Hoff Company of the County of Philadelphia, State of Pennsylvania, part of the first part, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, matorials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named Division o f the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

Division No. 3 The furnishing, delivery and erection in the Purchaser's boiler plant building in the City of Fort Wayne, Indiana, of one (1) ash hopper, complete with linings, gates, quenchers and other fittings and appurtenances as speci ied,all of which work, materials and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the Allen Sherman Hoff Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Three Thousand One Hundred Eighty Dollars and no cents ($3,180.00)

Delivery of the ash hopper will be made within 60 days after request by the party of the second part but not late than 240 days after the date of this agreement except by mutual agreement of the parties hereto.

Erection of the ash hopper will be completed within 45 days after delivery and after preparation of the site of the work by the party of the second part.

Payments are to be made in accordance with paragraph 18 "Terms of Payment " of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

THE ALLEN SHERMAN HOFF CO.
By F. T. Allen, President
Party of the First Part.

CITY OF FORT WAYNE, INDIANA
By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
C. A. Ramsey
David Erwin

Approved as to form and Legality
By:_____

Attest: Scott S. Snyder, Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the above and foregoing contract made and entered into on the 22 day of December, 1931, by and between the Allen Sherman-Hoff Company of the County of Philadelphia, State of Pennsylvanai, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, covering Division No. 3 the furnishing, delivery and erection in the Purchaser's boiler plant building in the City of Fort Wayne, Indiana, of one (1) ash hopper, complete with linings, gates, quenchers, and other fittings and appurtenances as specified, for the improvement of the City Light and Power Works, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1651

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 30 day of January, 1932.

LEONARD E. PRANGER, City Clerk

Approved this 3 day of February, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE No. 1652

An Ordinance to prevent the fraudulent sale and to regulate the sale and advertising for sale of goods, wares and merchandise, and to provide penalties for the violation hereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. No person shall advertise, represent or hold out that any sale of goods, wares and merchandise is an insurance, bankruptcy, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, trustee's, removal of closing out sale, or sale of goods, wares and merchandise damaged by fire, smoke, water, or otherwise, unless he shall have first obtained a license to conduct such sale from the controller of the City of Fort Wayne, Indiana.

The applicant for such a license shall make to such Controller of the City of Fort Wayne, an application therefor, in writing and under oath, showing all the facts in regard to the insurance, bankruptcy, mortgaging, insolvency, assignment, administration, receivership, trusteeship, or removal by reason of which such sale is to be conducted, or in regard to the closing out of his stock of goods, wares, or merchandise or any particular line or part thereof, with a statement as to the reason for such closing out, or in regard to the injury caused to such goods, wares or merchandise by fire, smoke, water, or otherwise, and showing all the facts in regard to the sale which he proposes to conduct and the place and manner of conducting the same, including an inventory of the goods, wares, and merchandise to be sold at such sale, and a statement, as far as possible, of the names of the persons from whom the goods, wares and merchandise so to be sold were obtained, the date of the delivery of such goods, wares and merchandise to the person applying for the license, and the place from which said goods, wares and merchandise were last taken and all details necessary to fully identify the goods, wares and merchandise so to be sold. Such application shall specify the proposed period of time over which such sale shall continue, which period shall not exceed three months; Provided, that if it shall be made to appear upon sworn application, to such city Controller, at any time during said period of three months, that all of the goods, wares and merchandise described and inventoried in the original application have not been sold, accompanied by a statement or inventory of what remains thereof, a license supplemental to the one hereinafter provided for shall be issued by such Controller upon the same terms and conditions as said original license granting authority to continue such sale for a further period of three months. Such original application shall also specify whether the applicant proposed to advertise or conduct such sale as an insurance, bankruptcy, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, trustee's, removal or closing out sale, or a sale of goods, wares or merchandise damaged by

fire, smoke, water, or otherwise, and if such Controller shall be satisfied from said application that said proposed sale is of the character which the applicant desires to conduct and advertise, said Controller shall issue a license, upon the payment of the fee of Ten Dollars therefor, to the person applying for the same, authorizing him to advertise and conduct a sale of the particular kind mentioned in the application, according to the requirements of this Ordinance.

SECTION 2. The City Controller to whom application is made, as provided for in the last preceding section, shall endorse upon such application the date of its filing, and shall preserve the same as a record of his office, and shall make an abstract of the facts set forth in such application in a book kept for that purpose, properly indexed, containing the name of the person asking such license, the nature of the proposed sale, the place where such sale is to be conducted, its duration, the inventory value of the goods, wares and merchandise to be sold and a general statement as to where the same came from and shall make in said book a notation as to the issuance or refusal of the license applied for togetner with the date of the same; and shall endorse on said application the date the license as therein applied for is granted or refused, and such application and abstract shall be prima facie evidence of all statements therein contained.

SECTION 3. The license as provided for in Section one of this Ordinance shall be valid only for a sale of the goods, wares and merchandise inventoried and described in the application for such license in the manner and at the time and place mentioned, and set forth in such application, and any removal of such goods, wares and merchandise as inventoried and described in such application from the place of sale mentioned in such application shall cause such goods, wares and merchandise to lose their identity as an insurance, bankrupt, mortgaged, insolvent's, assignee's, executor's, administrator's, receiver's, or trustee's, stock of goods, wares and merchandise, or a stock of goods, wares and merchandise damaged by fire, smoke, or water or otherwise, and no license shall thereafter be issued for the conducting of a sale of any of such goods, wares of merchandise so removed from the place set forth and described in such application under the provisions of this Ordinance, at any other place or places.

SECTION 4. No person in contemplation of conducting an insurance, bankrupt, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, trustee's, removal or closing out sale or a sale of goods, wares and merchandise, damaged by fire, smoke, water or otherwise, under a license as provided for in Section One of this Ordinance shall order any goods, wares or merchandise for the purpose of selling and disposing of the same

at such sale, and any unusual purchase and additions to the stock of such goods, wares or merchandise within sixty days propr to the filing of the application for license to conduct such sale mentioned in Section One of this Ordinance shall be presumptive evidence that such purchases and additions to stock were made in contemplation of such sale and for the purpose of selling the same at such sale.

SECTION 5. No person carrying on or conducting an insurance, bankrupt, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, trustee's, removal or closing out sale, or sale of goods, wares or merchandise, damaged by fire, smoke, water or otherwise, under a license as provided for in Section One of this Ordinance shall, during the continuance of such sale, add any goods, wares or merchandise to the stock fo goods, wares or merchandise described and inventoried in his original application for such license, and no goods, wares or merchandise shall be sold at or during such sale, excepting the goods, wares or merchandise described and inventoried in such origianl application, and each and every addition of goods, wares or merchandise to such stock of goods, wares or merchandise described and inventoried in said application and each sale of such goods, wares or merchandise as were not inventoried and described in said application, shall constitute a separate offense under this Ordinance.

SECTION 6. Any person who shall advertise, represent or hold out any sale of goods, wares or merchandise to be an insurance, bankrupt, mortgage, insolvent, assignee's, executor's, administrator's, receiver's, removal or closing out sale, or sale of goods, wares, or merchandise damaged by fire, water, smoke or otherwise without having first co plied with the provisions of this Ordinance, shall be deemed guilty of a misdemeanor and shall, upon conviction thereof, be fined in a sum not less than One ($1.00) Dollars, nor more than Three Hundred ($300.00) Dollars, to which may be added imprisonment in the county jail for not less than ten days and not more than sixty days, within the discretion of the court.

SECTION 7. Any person who shall hold, conduct, or carry on any sale of goods, wares or merchandise as an insurance, bankrupt, mortgage, insolvent's, assignee's, executor's, administrator's, receiver's, trustee's, removal or closing out sale, or a sale of goods, wares or merchandise damaged by fire, water or otherwise, contrary to the provisions of this Ordinance, or who shall violate any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and shall upon conviction thereof, be fined in a sum of not less than One ($1.00) Dollars, and not more than Three Hundred ($300.00) Dollars, to which may be added imprisonment in the county jail for not less than ten days,

and not more than Sixty days, within the discretion of the court.

SECTION 8. The provisions of this Ordinance shall not apply to sheriffs, constables, or other public or court officers, or to any other person or persons acting under the license direction or authority of any court, State or Federal, selling goods, wares or merchandise in the course of their official duties.

SECTION 9. This Ordinance shall be in full force and effect from and after its ;assage and approval by the Mayor and legal publication.

LOUIS C. LANGARD

LOUIS SCHMOE

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26th day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto, attached, and known as GENERAL ORDINANCE No. 1652

M.L.Burns
President

Leonard E.Pranger
City Clerk

Presented to the Mayor for approval on the 30th day of January, 1932.

Leonard E.Pranger
City Clerk.

Approved this 3rd day of February, 1932

Wm. H. Hosey,
MAYOR

GENERAL ORDINANCE No. 1653

An Ordinance ratifying a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Western Gas Construction Co. of Fort Wayne, Indiana, for the purchase, installation, erection and construction of one forced draft fan with motor drive and control, under Division 4 of the specifications of the City Light and Power Plant, and the purchase, installation, erection and construction of one induced draft fan with motor drive and control, one (1) cinder collector, one self supporting steel stack, uptake and connections, under Division 5 of the specifications of the Fort Wayne City Light and Power Plant.

WHEREAS on the 22 day of December 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Western Gas Construction Company of Fort Wayne, Indiana entered into a certain contract and agreement for the purchase, installation, erection and construction of one forced draft fan with motor drive and control, under Division 4 of the specifications of the City Light and Power Plant, and the purchase, installation, erection and construction of one induced draft fan with motor drive and control, one cinder collector, one self supporting steel stack, uptake and connections under Division 5 of the specifications of the City Light and Power Plant, which contract and agreement is in the following words, and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this twenty-second day of December, 1931, by and between the Western Gas Construction Company of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named divisions of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

Division No. 4. One (1) forced draft fan with motor dirve and control delivered and erected in Purchaser's boiler plant building in the City of Fort Wayne, Indiana.

Fan is to be Sturtevant design 5 number 85.

Motor is to be General Electric Co. type MT--75 horsepower.

Motor control is to be of General Electric Company make.

Division No. 5. One (1) induced draft fan with motor drive and control, one (1) cinder collector. One (1) self supporting steel stack, uptake and connections, all delivered and erected in Purchaser's boiler plant

building in the City of Fort Wayne, Indiana.

Fan is to be Green Fuel Economizer Co. number 48-RR size 2403-D1.

Cinder collector is to be Green Fuel Economizer Co. cinder trap.

Motor is to be General Electric Co. Trpe FT. 1200/900 or 1200/720 150 horsepower squirrel cage induction motor.

Motor control is to be of General Electirc Co. make.

Stack, ducts and uptakes are to be of all welded construction as specified in Western Gas Construction specification No. 10280-B all of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the Western Gas Construction Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Fifteen Thousand Six Hundred Sixteen Dollars and no cents ($15,616.00)

Delivery of the forced draft fan and induced draft fan with motor drives and control, cinder collector, steel stack, uptake and connect ions will be made within thirty (30) days after request by the party of the second part but not later than two hundred forty (240) days after date of this agreement except by mutual agreement of the parties hereto.

Erection of each unit of equipment and apparatus will be completed within twenty one (21) days after delivery and after preparation of the site of the work by the party of the second part.

Payments are to be made in accordance with paragraph 18--"Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

PARTY OF THE FIRST PART:

The Western Gas Construction Co.

R. A. Wicks, Ass't Secretary

Approved as to form and legality

By :. Wm. Fruechtenicht.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Western Gas Construction Company for the purchase, installatiion, erection and construction of one forced draft fan with motor

drive and control, one cinder collector, one self supporting steel stack, uptake, and connections, under Division 5 of the specifications of the City Light and Power Plant, which contract is more specifically described inthe preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERRLY

(Ayes 11-Nays 5)

THIS ORDIANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1653

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 30 day of January, 1932

LEONARD E. PRANGER, City Clerk

Approved this 3 day of February, 1932.

WM. J. HOSLY, Mayor

GENERAL ORDINANCE NO. 1654

An Ordinance ratifying and approving a ce tain contract and agreement entered into by and between the Western Gas Construction Company of Fort Wayne, Indiana, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, cove ing the following improvements at the City Light Plant: Division 4--For the furnishing of two (2) forced draft fans with motor drives and control. Division 5--For the furnishing of two (2) induced draft fans with motor drives and control, two (2) cinder collectors, two (2) self supporting steel stacks, uptakes and connections.

WHEREAS, on the 6 day of November, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the Western Gas Construction Company of Fort Wayne, Indiana, covering the following improvements at the City Light Plant: Division 4--For the furnishing of two (2) forced draft fans with motor drives and control Division 5--For the furnishing of two (2) induced draft fans with motor drives and control, two (2) cinder collectors, two (2) self supporting steel stacks, uptakes and connections, which contract and agreement is in the following words and figures, to wit:

CONTRACT AND BOND

CONTRACT

This agreement made and entered into this 6 day of November, 1931, by and between the Western Gas Construction Co. of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part covenants and agrees to furnish and apy for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named divisions of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to wit:

Division No. 4. Two (2) forced draft fans with motor drives and control delivered and erected in Purchaser's boiler plant building in the City of Fort Wayne, Indiana.

Fans are to be Sturtevant design 5 number 85.

Motors are to be General Electric Co. type MT--75 Horsepower.

Motor controls are to be of General Electric Company make.

Division No. 5--Two (2) induced draft fans with motor drives and control, two (2) cinder collectors, two (2) self supporting steel stacks, uptakes and connections, all delivered an erected in Purchaser's boiler plant building in the City of Fort Wayne, Indiana.

Fans are to be Green Fuel Economizer Co. No. 48-RR size 2403--D1

Cinder collectors are to be Green Fuel Economizer Co. Cinder traps.

Motors are to be General Electric Co. Type FT, 1200/900 or 1200/720, 150 horsepower squirrel cage induction motors.

Motor controls are to be of General Electric Co. Make.

Stacks, ducts and uptakes are to be of all welded construction as specified in Western Gas Construction specification No. 10249-B, all of which work, materials and apparatus is to be in accordance with the Specifications for the Improvement of theCity Light and Power Works and the proposal of the Western Gas Contruction Company on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne, as follows, to wit:

Thirty Two Thousand Three Hundred Sixty Two Dollars and no cents ($32,362.00)

Delivery of the first of the two forced draft fans and induced draft fans with motor drives and cntrol, under collectors steel stacks, uptakes and connections will be made within thirty (30) days after request by the party of the second part but not later than one Hundred twenty (120) days after date of this agreement except by mutual agreement of the parties hereto.

Delivery of the second of the two forced draft fans and induced draft fans with motor drives and control, cinder collectors, steel stacks, uptakes and connections will be made within thirty (30) days after request by the party of the seccnd part but not later than two hundred forty (240) days after date of this agreement except by mutual agreement of the parties hereto.

Erection of each unit of equipment and apparatus will be completed within twenty one (21) days after delivery and after preparation of the site of the work by the party of the second part.

Payments are to be made in accordance with paragraph 18- "Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract the undersigned, each for itself binds itself, its successors and assigns.

In witness whereof, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

The Western Gas Construction Co.

Thos. W. Stone

Paryt of the First Part.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Ewin
C. A. Ramsey

Approved as to form and Legality

By Wm. Fruechtenicht

Attest:

Scott S. Snyder, Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into on the 6 day of November, 1931, by and between the Western Gas Construction Company of Fort Wayne, Indiana, and the City of Fort wayne, by and through its

Board of Public Works, covering the following improvements at the City Light Plant: Division 4 - For the furnishing of two (2) forced draft fane with motor drives and control. Division 5. For the furnishing of two (2) induced draft fans with motor drives and control, two (2) cinder collectors, two (2) self supporting steel stacks, uptakes and connections, be and the same is hereby in all things ratified and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its pas age and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 11 - Nays 5)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26th day of January, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1654

M.L.Burns
President

Leonard E.Pranger
City Clerk

Presented to the Mayor for approval on the 30th day of January, 1932

LeonardE.Pranger
City Clerk

Approved this 3rd day of February, 1932.

Wm. J. Hosey
MAYOR

GENERAL ORDINANCE NO. 1655

An Ordinance extending the time for renewal of plumbing licenses to March 15, 1932, for the year 1932 only.

Whereas on February 24, 1931, the Common Council of the City of Fort Wayne, Indiana, passed General Ordinance 1585, and

Whereas Sub-section B of Section 3 of said Ordinance provides as follows: "The annual renewal fee for such license shall be twenty five $25.00 Dollars, and any licensee failing to renew his license on or before January 15 shall automatically surrender his right to renewal and be subject to the initial fees, the same as a new applicant, and shall also be required to take the examination unless the examining board decides that such applicant is competent without examination."

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the time for the renewal of licenses as provided in Sub-section B of Section 3 of General Ordinance 1585 be extended to March 15, 1932. That such extention of time shall be operative only for the year 1932, and shall not in any manner be construed as any extention for any subsequent time or year.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J.J.PERREY

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9th day of February, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1655

M.L. Burns
President

Leonard E.Pranger
City Clerk

Presented to the Mayor for approval on the 12th day of February, 1932.

Leonard E.Pranger
City Clerk.

Approved this 20th day of February, 1932.

Wm. J.Hosey
MAYOR.

GENERAL ORDINANCE No. 1656

An Ordinance authorizing the Board of Park Commissioners, City of Fort Wayne, Indiana, to sell a part of Lot Number Twenty-six (26) in Gesaman's Addition to the City of Fort Wayne, Allen County, Indiana.

Be it ordained by the Common Counsel of the City of Fort Wayne, Indiana:-

SECTION 1. That the Board of Park Commissioners be and is hereby authorized to sell and dispose of a part of Lot Number Twenty-six (26) in Gesaman's Addition described as follows, towit:-

A part of Lot Number Twenty-six (26) in Gesaman's Addition to the City of Fort Wayne, Allen County, Indiana, according to the recorded plat thereof, beginning at the Northeast corner of said lot; thence West on the North line of said Lot 106.6 feet; thence Southeasterly 3.96 feet to a point situated 3 feet South of the North line of said Lot; thence East and parallel to the North line of said Lot a distance of 104 feet to a point in the East line thereof; thence North 3 feet to the place of beginning.

SECTION 2. That said Board of Park Commissioners is hereby authorized to file its petition with the Allen Circuit Court of Allen County, Indiana, through its Park Board Attorney, for the appointment of appraisers to appraise said real property.

SECTION 3. That this Ordinance shall be in full force and effect for and after its passage and approval by the Mayor.

EDWIN LINDENBERG

(Ayes 16 - Nays none)

This Ordinance has been duly published in book and pamphlet form, as required by law.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9th day of February, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1656

M.L.Burns
President

Leonard E.Pranger
City Clerk.

Presented to the Mayor for approval on the 12th day of February, 1932.

Leonard E.Pranger
City Clerk.

Approved this 20th day of Februarv, 1932.

Wm. J. Hosev
MAYOR.

GENERAL ORDINANCE NO. 1657

An Ordinance regulating traffic on the streets of the City of Fort Wayne, Indiana, by limiting the time of parking on the south side of Main Street between Ewing and Webster Streets in the City of Fort Wayne, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That it shall be unlawful for any operator of any vehicle to park said vehicle between the hours of 7 o'clock a.m., and 6 o'clock p. m., on any day excepting Sundays and public holidays, longer than one hour in any two hours on the south side of Main street between Ewing street and Webster street in the City of Fort Wayne, Indiana.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance upon conviction, shall be fined in any sum not exceeding Fifty ($50.00) Dollars.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication.

AUGUST WEISENBURGER

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9th day of February, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1657

M.L.Burns
President

Leonard E.Pranger
City Clerk.

Presented to the Mayor for approval on the 12th day of February, 1932.

Leonard E.Pranger
City Clerk.

Approved this 20th day of February, 1932.

Wm. J. Hosey
MAYOR.

GENERAL ORDINANCE No. 1658

An Ordinance making it unlawful to haul ashes, rubbish and paper in any wagon or other vehicle not having a tight fitting box bottom, and the ends closed and tight fitting and covered with a lid or canvas to prevent such ashes rubbish or paper from blowing in the streets, alleys and public places in the City of Fort Wayne, Indiana.

SECTION 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person, firm or corporation, to convey or haul over the streets, alleys and public places in the city of Fort Wayne, Indiana, any ashes, rubbish or paper or other loose material unless the wagon or other vehicle aontainint such material has a box bottom with tight fitting ends and sides properly closed and tight fitting, and covered with a lid or canvas so as to prevent such ashes, rubbish or paper from falling or blowing upon the streets, alleys and public places in the city of Fort Wayne.

SECTION 2. Any person, firm or corporation violating any of the provisions of this Ordinance, u on conviction shall be fined in any sum not exceeding Fifty ($50.00) Dollars, and that each day during which such wagon or other vehicle is used shall constitute a separate offense.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mavor and legal publication.

J.J.PERREY

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 9th day of February, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1658

M.L.Burns
President

Leonard E.Pranger
City Clerk.

Presented to the Mayor for approval on the 12th day of February, 1932.

Leonard E.Pranger
City Clerk.

Approved this 20th day of February, 1932.

Wm. J. Hosey
MAYOR.

GENERAL ORDINANCE No. 1659 (vetoe)

An Ordinance requiring the New York Central Railroad Company, and the New York, Chicago and St. Louis Railroad Company to protect the traffic on Main Street where the tracks of the New York Central Railroad Company cross Main Street in the City of Fort Wayne, Indiana, by erecting and maintaining safety gates, and operating the same from 7 A.M. until 7 P.M. on each week day and on Sunday and each period of each week day at which the gates are not required to be operated, to protect traffic on Main Street at said crossing by either having a flagman or watchman at said crossing, or by having a member of each train or engine crew of any train or engine which is about to move across said street in the City of Fort Wayne, Indiana, at said crossing to precede the train or engine and warn and signal the traffic on said street of any approaching engine or train. And repealing General Ordinance No. 631 and all other Ordinances in conflict herewith.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

SECTION 1. That the New York Central Railroad Company and the New York, Chicago, and St. Louis Railroad Company be and hereby is required to protect the traffic on Main Street where the tracks of the New York Central Railroad Company corss Main Street in the City of Fort Wayne, Indiana, by erecting and maintaining safety gates and operating the same from 7 A.M. until 7 P.M. on each week day, and on Sunday and each period of each week day at which the gates are not required to be operated, to protect the traffic on Main Street at said crossing, by either having a flagman or watchman at said crossing, or by having a member of each train or engine crew of any train or engine which is about to move across said street in the City of Fort Wayne, Indiana, at said crossing to precede the train or engine to warm and signal the traffic on said street of any approaching engine or train.

SECTION 2. This Ordinance repeals General Ordinance No. 631 and all other ordinances in conflict herewith.

SECTION 3. Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction be fined in any sum not exceeding One Hundred ($100.00) Dollars.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication.

CHARLES H. YOUNG

(Ayes 15 - Nays 1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

ME HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 23rd day of February, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1659

M.L.Burns
President

Leonard E.Pranger
City Clerk.

Presented to the Mayor for approval on the 26 day of February, 1932.

Leonard E.Pranger
City Clerk.

Approved this ____ day of _____, 19 ?

_____ Mayor.

COMMUNICATION FROM THE MAYOR

(dated March 8, 1932)

To The Honorable Common Council,
Fort Wayne, Indiana.

Gentlemen:-

General Ordinance No. 1659, passed at your Regular Session February 23rd, 1932, I have not approved for the following reasons:-

The Ordinance in question (General Ordinance No. 1659) repeals an existing Ordinance which was passed nearly twenty years ago governing the same subject, namely - General Ordinance No. 631 requiring the erection and operation of safety gates twenty-four hours per day and every day of the year at the intersection of West Main Street and, what is now the New York Central Railroad tracks.

The proposed Ordinance No. 1659 proposes to reduce the operation of the safety gates from 24 hours per day to 12 hours per day, that is, from 7:00 A.M. to 7:00 P.M., and for the remaining 12 hours to substitute a member of an Engine or Switching crew to flag street traffic, at that point.

I do not believe this change is conductive to public safety.

And, I do not believe it would be to the interest of the Nickel Plate, the New York Central or the City to make it.

Respectfully,

(signed) WM. J. HOSEY,

Mayor.

Made a Matter of Record

GENERAL ORDINANCE NO. 1660

An ordinance concerning taxicabs, providing for the regulation and licensing thereof, issuance of permits for the operation thereof, repealing all ordinances in conflict therewith, fixing the time when the same shall take effect and providing penalties for violations thereof.

Be it ordained by the Common Council of the City of Fort Wayne as follows:

Section 1. Definition.

(a) A taxicab, as the term is herein used, means a motor vehicle while being used for the performance of a contract for the transportation of a passenger or passengers for hire, to and from points chosen or designated by the passenger or passengers, and running over any available route between said points; but not at the time being operated over or along a definite, advertised, announced or substantially fixed route, from, to or between definite or substantially fixed route, from, to or between definite or substantially fixed terminals, locations or districts, or according to substantially fixed or announced times or intervals of arrival or departure.

(b) Permit, as the term is herein used, shall mean a permit for the operation of taxicabs in the City of Fort Wayne, issued upon the approval and by the order of the Board of Public Safety of said City.

Section 2. Permit.

No person, firm or corporation shall operate a taxicab in any public street, avenue, highway or other public place in said City of Fort Wayne without first obtaining a permit from the Board of Public Safety of said City, and no permit shall be issued except in the manner hereinafter provided.

Section 3. Application for Permit.

Any person, firm or corporation desiring to use, operate or drive any motor vehicle as a taxicab in or upon any public street, avenue, highway or other public place within the corporate limits of the City of Fort Wayne shall file an application for a permit with the Clerk of the Board of Public Safety of said City, upon a form which said Board shall provide without charge to all applicants. Said application shall contain the name of the applicant, his or its place of business, residence, if in Fort Wayne the length of such residence, age, if an individual, whether or not previously engaged in the business of transporting passengers for hire, and if so the length of such previous experience, and such other information as said Board of Public Safety may require.

Section 4. Issuance of Permit.

With the application provided for in Section 3 hereof the applicant shall file in triplicate a list of the motor vehicles intended to be operated as taxicabs, together with the bond or contract of insurance hereinafter provided for. Said list shall contain the make, motor number, state license number and seating capacity of each motor vehicle to be operated by

the applicant. The Board of Public Safety shall, after the approval by it of the bond or contract of insurance filed with it by said applicant, issue to said applicant a permit authorizing said applicant to operate taxicabs in the City of Fort Wayne and shall fiel with the Controller a copy of said list of motor vehicles to be operated as taxicabs together with the permit granted and the bond or contract of insurance filed at the time of application. Upon the filing by the Board of Public Safety with the Controller of said City a copy of the list of motor vehicles tobether with permit and bond or contract of insurance said applicant shall pay to the Comptroller a fee of Five Dollars ($5.00) for such permit and a license fee of Ten Dollars ($10.00) for each motor vehicle listed, if payment be made before July 1 of any calendar year, and a license fee of Five Dollars ($5.00) for each motor vehicle if payment be made after July 1 of any year. Every permit issued under the provisions hereof shall expire on December 31 of the year in which it is issued. Renewal permits shall be applied for and issued in the same manner as original permits, and for each renewal permit a fee of Five Dollars ($5.00) shall be charged and paid to the Comptroller of said City.

Section 5. Bond or Contract of Insurance.

No permit to operate taxicabs in the City of Fort Wayne shall be issued until after the applicant therefor shall have filed with the Clerk of the Board of Public Safety of said City a bond or undertaking as hereinafter provided for, and until after said board of Public Safety shall have approved said bond or undertaking. Said bond or undertaking shall be executed by said applicant with a surety company authorized to do business in the State of Indiana or with three (3) resident freeholders of said City as sureties thereon, conditioned that the applicant will, within the limits hereinafter prescribed, pay any and all damages imposed by law upon said applicant or any other person, firm or corporation operating any motor vehicle as a taxicab under said permit or by virtue of the provisions thereof, provided said damages result from bodily injuries, including death, and damage to property sistained by any person, firm or corporation during the period covered by said bond, by reason of the ownership, maintenance, operation or use, under said permit or by virtue of the provisions thereof, of any motor vehicle as a taxicab, by any person, firm or corporationwhomsoever, regardless of the ownership of such motor vehicle; provided, however, that if such bond is executed by three (3) resident freeholders of said City of Fort Wayne as sureties thereon, the Board of Public Safety of said City shall not approve said bond unless said three resident freeholders shall file therewith their affidavit that they own real estate in Allen County, Indinaa, unencumbered except for current taxes and bonded assessments, not delinquent, of the total assessed value for taxation of not less than Twenty-five Thousand Dollars ($25,000.00). Said bond shall provide a maximum liability in the sum of One Thousand Dollars ($1000.00) on any one (1) claim for property damage, and a maximum liability in the sum of Ten Thousand Dollars ($10,000.00) in case of injury to or death of any one (1) person, and a maximum liability in the sum of Twenty Thousand Dollars ($20,000.00) in case of injury to or death of more than one (1) person in one

and the same accident.

In lieu of such bond said applicant for a permit may file with the Clerk of the Board of Public Safety of said City what is commonly known as a contract of liability insurance, issued by an insurance corporation authorized by the laws of the State of Indiana to do business therein, with the same respective maximum limits of liability as above required, by which contract of insurance the company issueing the same shall insure the holder of said permit and any other person, firm or corporation operating any motor vehicle as a taxicab under said permit or by virtue of the provisions thereof, against any and all loss from any liability imposed by the law for damages on account of bodily injury, including death, and damage to property, sustained by any person, firm or corporation during the period covered by said policy, by reason of the wonership, operation, maintenance or use of any motor vehicle as a taxicab under said permit or by virtue of the provisions thereof, by any person, firm or corporation whomsoever, regardless of the ownership of such motor vehicle.

Said policy shall contain the further provision that the obligations and promises contained therein shall not be affected by any act or omission of the named assured, its agents, employees, bailees or licensees, or of any other person, firm or corporation operating any motor vehicle as a taxicab under said permit or by virtue of the provisions thereof, on account of a default in the payment of the premium on said policy or the giving of any notice required by the provisions thereof or otherwise, or by the insolvency of the assured named therein. It shall further be provided in said contract of insurance that no cancellation thereof shall become effective for any reason until five (5) days after written notice of such cancellation sahll have been filed with the Comptroller of said City. The bond or policy of insurance required by the provisions of this Section shall provide that the same shall be in full force and effect from and after the issuance of a license to the applicant, and no license shall be issued to any applicant therefor unless the bond or policy of insurance hereinabove required shall have been filed with and approved by the Comptrolle of said City. After the issuance of such license the Comptroller of the City of Fort Wayne shall also deliver to said applicant two (2) metal number plates for each motor vehicle listed in the schedule filed with said Comptroller, on which plates shall be printed or stamped the words, "Taxicabs _____, 19___, Fort Wayne, Indiana" which number plates shall at all times when said motor vehicle is being operated or used upon any public street, avenue, highway or other public place in said City as a taxicab, be conspicuously displayed on the front and rear thereof. Thereafter the holder of said license shall, on or before the 31 day of December in each year, pay to said City Comptroller a license fee of Ten Dollars ($10.00) for each motor vehicle to be used in said business for the ensuing year. In the event the holder of any license desires to transfer any such number plates from the motor vehicle from which they were issued and use the same on another motor vehicle, he shall immediately notify said Comptroller and furnish him

with the name of the maker, the serial number and the seating capacity of such motor vehicle to which such number plates are to be transferred. The City Comptroller shall at all times keep on file in his office a list of the motor vehicles operated by the holder of any permit, as shown by the list filed at the time said permit was issued, and any change of changes therein noted by said Comptroller, which list shall show the name of the maker, the serial number, and seating capacity of each motor vehicle, and the number assigned thereto on the number plates issued for said motor vehicle. Each such bond or insurance policy shall not contain any provision that no liability shall exist for claims of loss or damage arising as follows: While being operated by any person under the influence of liquor or for the purpose of transporting liquor from one place to another.

Whenever a permit issued the provisions of this ordinance shall be cancelled or revoked or surrendered, the holder of such permit shall at the time of such surrender, cancellation or revocation deliver to the City Comptroller of said City all number plates heretofore issued under said permit. If such delivery is made prior to July 1 of any calendar year such holder shall receive from said Comptroller a refund of Five Dollars ($5.00) for each set of number plates so delivered. If such delivery is made after July 1 of any year no refund will be made.

Section 6. Permit Not Transferable.

No permit issued under the provisions of this ordinance shall be transferable. In the event of the death of the holder of any permit, or in case of a corporation, of the dissolution thereof, or in the event a receiver or trustee in bankruptcy is appointed for the holder of any permit issued under the provisions of this ordinance, said permit shall be null and void, and shall be immediately surrendered to the Board of Public Safety of said City, whereupon the number plates issued to the holder of said certificate shall be immediately surrendered to the Comptroller of said City.

Section 7. Permit to Present Operator.

Any person, firm or corporation lawfully operating any motor vehicle as a taxicab in the City of Fort Wayne at the time this ordinance becomes effective shall within thirty (30) days thereafter comply with all of the provisions of this ordinance, and shall thereupon receive a permit from the Board of Public Safety without the payment of any fee therefor.

Section 8.

Each Taxicab shall have posted in a conspicuous place in letter of conspicuous size in said taxicab the schedule of fares to be charged. Any number of passengers, not exceeding four (4) shall be carried from the same point of origin to the same destination for one (1) fare, and for each passenger in excess of four an additional fare shall be charged and collected. No passengers shall be admitted to any taxicab when the same is occupied or is in the service of a passenger or passengers.

Section 9. Operation under Name of Owner.

No motor vehicle shall be operated as a taxicab in the City of Fory Wayne by any person, firm or corporation, unless the said motor vehicle is owned

by the holder of the permit under which it is operated. No motor vehicle shall be operated as a taxicab in the City of Fort Wayne under the name, style or designation, or from the place of business of any person, firm or corporation other than the owner of said motor vehicle.

Section 10.

No taxicab shall be driven or operated in the City of Fort Wayne by any person who has not been licensed as a chauffer by the State of Indiana in the manner provided by law. Every holder of a permit to operate taxicabs issued as hereinbefore provided shall maintain on file with the Board of Public Safety of the City of Fort Wayne his or its address and the name and address and number of the chauffer's license of each of its drivers and shall, within 48 hours, report to said Board any change in the personnel of its drivers.

The holder of a permit to operate taxicabs in this City shall also keep on file with said Board of Public Safety a verified showing that every driver of a taxicab under said permit has been a resident of the City of Fort Wayne for at least one year. A statement in writing signed by two resident freeholders of said City shall also be kept on file with said Board by the holder of every permit issued under the provisonsof this ordinance for each driver of a taxicab operated under said permit showing that said driver is a person of good moral character and attesting as to his sobriety and experience as a driver of motor vehicles; and that each has known such driver for at least one year.

Section 11. Number of Passengers.

From and after the passage of this ordinance and its approval by the Mayor and the publication thereof, as required by law, no holder of a permit or driver of any taxicab in the City of Fort Wayne shall permit to ride in any taxicab operated in the City of Fort Wayne, a greater number of people that the seating capacity of said motor vehicle as shown by the schedule on file in the office of the Comptroller of said City, and in no event shall any taxicab operated in said City carry more than seven (7) people, including the driver thereof.

Section 12. Record of Board of Public Safety and Revocation of Permit.

The Board of Public Safety of the City of Fort Wayne shall keep on file in its office, open to the inspection of the public, an indexed record of all orders made and entered under the pursuant to the provisions of this ordinance. For the violation of any of the provisions of this or any other ordinance of the City of Fort Wayne regulating the operation and use of taxicabs in said City and any regulation issued by the Board of Public Safety pursuant to the authority conferred upon said Board by virtue of the provisions hereor, or for any other sufficient cause, the Board of Public Safety of said City may, upon the application therefor filed by any person, or upon the motion of said Board or any emmber thereof, revoke any permit issued under the provisions of this ordinance. Upon the filing of any such application or motion the Clerk of the Board of Public Safety of said City shall cause the same to be docketed for hearing before said Board of Public Safety and shall servea copy of said application or motion on the holder of said permit, tohether with

a notice of the date set for hearing thereon, at least five (5) days prior to the date of said hearing.

Section 13. Appeals.

Any person, firm or corporation adversely affected by any order made by the Board of Public Safety of said City under the provisions of this ordinance may, within twenty (20) days after such order is entered, commence an action in the Circuit or either of the Superior Courts of Allen County against said Board of Public Safety to vacate or set aside any such order on the ground that said order is sufficient, unreasonable, unlawful, or procured by fraud or other unlawful methods. Summons shall issue upon the compleint filed in such action and be served on said Board of public Safety in the manner now provided by law in civil actions, and the procedure in the trial of said cause shall be at the same as in the trial of civil actions. An appeal from the judgment of the Circuit or either of the Superior Courts in any such cause may be taken to the Supreme or Appellate Court of Indiana in the manner now provided for appeals in Civil actions.

Section 14. Record of Trips.

From and after thirty (30) days after the date this ordinance becomes effective every holder of a permit for the operation of taxicabs in the City of Fort Wayne shall keep an accurate record of all trips made by all of the taxicabs operated under said permit, which record shall show the points of origin and destination of all trips made and the number of passengers carried. Such records shall be open to inspection by the Board of Public Safety of the City of Fort Wayne or any of its duly authorized representatives; provided, however, that it shall not be necessary to preserve the record of any trip for more than sixty (60) days after the date such trip was made.

Section 15. Numbering of Taxicabs.

Whenever under the provisions of this ordinance the holder of a permit or an applicant therefor shall be required to file a list of the motor vehicles desired to be operated as taxicabs in said City of Fort Wayne, the Comptroller of said City shall assign a serial body number to each motor vehicle described in said list as originally filed or amended, and place said number opposite the description of said motor vehicle in said list.

Section 16. Identification and Numbering of Taxicabs.

From and after thirty (30) days after the date this ordinance becomes effective every taxicab operated in the City of Fort Wayne shall have the work "Taxicab", the name of the holder of the permit under which said taxicab is operated, and the serial body number assigned thereto by the Comptroller of the City of Fort Wayne in the list on file in the office of said Comptroller in letters at least four (4) inches in height on each side of said taxicab and on the rear thereof.

Section 17. Bus, Taxicab and Hackney Stands.

The Common Council of the City of Fort Wayne, Indiana, upon recommendation first of the Chief of Police or the Traffic Sergeant, shall establish bus stops, taxicab stands and hackney stands on such public streets in such

places and in such number as they shall determine to be of greatest benefit and convenience to the public, and every bus stop, taxicab stand or hackney stand shall be designated by appropriate signs.

Section 18. Other Vehicles Prohibited.

It shall be unlawful for the driver of any vehicle other than a bus to stand or park in an officially designated bus stop, or for any vehicle other than a taxicab to stand or park in an officially designated taxicab stand, or for any vehicle other than a hackney to stand or park in an officially designated hackney stand, except that the driver of any passenger vehicle may temporarily stop in any such stop or stand for the purpose of and while actually engaged in the loading or unloading of passengers.

Section 19. Buses, Taxicabs and Hackneys Prohibited from Parking except in Designated Places.

It shall be unlawful for the driver of any bus, taxicab or hackney to stand or park upon any street, alley or public place in any business district at any place other than at a bus stop, taxicab stand or hackney stand respectively, except that this provision shall not prevent the driver of any such vehicle from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers.

Section 20. Call Boxes and Telephones.

It shall be unlawful for any person, firm or ceoporation to install, use or occupy any portion or part of any street, alley or public place in the City of Fort Wayne as a call box, or for telephone purposes, or to use any telephone pole, light pole, or any other pole on any street, alley or public place, or building or structire, for the purpose of attaching thereto a telephone or call box for the purpose of telephonic communication, or use any such telephone or call box for the purpose of telephoning, unless a permit is granted by th Board of Public Works, approved by the Common Council, and only upon the consent of the owners of real estate within a radius of seventy five (75) feet frm such call box or telephone. Such permit may be revoked at anytime by the ginging of ten (10) days notice by the Board of Public Works, authorized by the Common Council. This provision shall not apply to police call or fire alarm boxes. Provided however, that to continue any such phone or call boxes now installed, it shall not be necessary to obtain the consent of the owners of real estate as herein provided, but such phones must be removed within ten ays upon the giving of any notice by the Board of Public Works of the City of Fort Wayne.

Section 21. Penalties.

Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not exceeding One Hundred ($100.00) dollars, to which may be added imprisonment for a period of not exceeding thirty (30) days.

Section 22.

In the event that any part of this ordinance shall be declared to be invalid by any court of competent jurisdiction such judgment of such court shall not effect the validity of the mainder of this ordinance.

Section 23. General Ordinance 748, General Ordinance No. 1513, and all other ordinances or parts of ordinances of the Common Council of the City of Fort Wayne in conflict herewith are hereby repealed.

Section 24. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and publication thereof, as required by law.

J. J. PERKEY
CHARLES H. YOUNG
(Ayes 10-Nays 5)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

We Hereby Certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of March, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1660

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 24 day of March, 1932.

LEONARD E. PRANGER, City Clerk

Not Approved this 2 day of April, 1932

WM. J. HOSEY, Mayor

COMMUNICATION FROM MAYOR

(Dated-April 2, 1932)

To the Members of the Common Council
City of Fort Wayne, Indiana.

Gentlemen:-

I have not approved General Ordinance #1660 for the following reasons:

1. This ordinance is a substitution for General Ordinance #748 passed September 12, 1916. General Ordinance #748 has been amended several times improving the wording of the ordinance and adding additional restrictions and regulations until that ordinance regulates the taxicab business very well within the City.

This new ordinance covers the subject matter under the old ordinance and inaddition thereto, adds cumbe some provisions, which would have a tendency to restrict and in some cases prohibit the taxicab business. I believe the old Ordinance #748 is amply sufficient to regulate the business.

2. Certainly when retrenchment is present on every hand, it is not my duty to approve an ordinance which will have a tendency to increase taxicab rates and especially to turn out of employment great numbers of individuals who are now earning a livelihood through this means.

Arthur Brisbane, famous editorial writer, carried an article in the

in the Saturday paper stating that Washington, D.C. had the taxicab charge cut to 20¢, riding almost anywhere in the City of Washington, D.C. and this has been the universal attitude all over the country. Today thousands of people are using the taxicabs under the present rates who never used them before and who likewise were not customers of the street car service. My business as Mayor of the City of Fort Wayne is to do the most good for the greatest numbers and in not approving this ordinance I feel that such will be its results.

3. This new ordinance has a tendency to place unreasonable burdens upon the taxicab business as follows:

a. Making the permit not transferable.

b. Making it a penalty to admit an additional passenger in the taxicab when it is already occupied by a passenger even though the passengers agree to ride in the same taxicab. The taxicab driver could be penalized for admitting the second passenger and would be liable for a maximum penalty of $100.00 and 30 days in jail. Of course, the driver would be liable for any other violation of the ordinance.

c. By requiring the holder of the permit to own the vehicle and this would absolutely prohibit the present arrangement in the City of Fort Wayne from operating under the name of any other individual, firm or corporation. It may seriously raise the question as to whether the permit holder could buy his automobile through a finance arrangement.

d. By requiring him to be licensed as a chauffer, just simply adding another burden which does not lead to greater safety.

e. By requiring burdensome records to be kept in the office of the Board of Safety, creating additional expense on the part of the City.

f. By requiring a driver to have a years residence within the City of Fort Wayne, as that provision itself cannot certainly lead to greater safety and that is the point from which I am looking into the ordinance.

g. By also setting up cumbersome legal machinery on appeals providing for appeals to the Circuit or Superior Courts of Allen County and to the Supreme or Appellate Courts.

h. By unreasonably requiring records of all trips made by all taxicabs, which record shall show the points or origin and destination of all trips made and the number of passengers carried.

i. By requiring elaborate writing on the car.

j. By simply re-enacting powers which the Board of Safety and the Board of Public Works already have.

k. By making it impossible for a taxicab to stop any place except to take on or discharge passengers except at a regular designated place for taxicabs.

4. The old ordinance under which we have been operating since 1916 that is General Ordinance #748 provides for just as much safety to the public as the new ordinance.

5. And finally I am vetoing the ordinance for the reason that I donot believe that the great majority of the people want such an ordinance.

Respectfully,
Wm. J. Hosey, Mayor

The following vote taken over the Mayor's veto, April 12, 1932

and Ordinance passed: Ayes 12-Nays 4

GENERAL ORDINANCE NO. 1661

An Ordinance regulating traffic on the streets of the City of Fort Wayne, Indiana, by prohibiting the parking on the south side of Wildwood Avenue between Fairfield Avenue and South Wayne Avenue in the City of Fort Wayne, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Ind.:

Section 1. That it shall be unlawful for any operator of any vehicle to park said vehicle on the south side of Wildwood Avenue between Fairfiled Avenue and South Wayne Avenue in the City of Fort Wayne, Indiana.

Section 2. Any person, firm, or corporation violating any of the provisions of this ordinance upon convection shall be fined in any sum not exceeding fifty ($5 .00) dollars.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication.

CHARLES H. YOUNG

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 12 day of April, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1661

M. L. BURNS, President

LEONARD L. PRANGER, City Clerk

Presented to the Mayor for approval on the 16 day of April, 1932.

LEONARD E. PRANGER, City Clerk

Approved this 22 day of April, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1662

An Ordinance prohibiting electrical interference with radio reception, and providing for punishment for the violation thereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm of corporation, association, etc., knowingly or wantonly to operate or cause to be operated, any machine, device, apparatus, or instrument of any kind whatsoever within the corporate limits of the City of Fort Wayne, Indiana, between the hours of 8 o'clock A.M. and 11 O'clock P.M., the operation of which shall cause reasonably preventable electrical interference with radio reception, within said municipal limits: Provided, however, that X-ray pictures, examinations, or treatments may be made at any time if the machines or apparatus used therefor are properly equipped to avoid all unnecessary or reasonably preventable interference with radio reception and are not negligently operated.

Section 2. That this ordinance shall not be held or construed to embrace or cover the regulation of any transmitting, broadcasting or receiving instrument, apparatus, or device used or useful in interstate commerce or the operation of which instrument, apparatus, or device is licensed or authorized by or under the provisions of any act of the Congress of the United States.

Section 3. That every person, corporation, association or firm violating any of the provisions of this ordinance shall, upon conviction, be punished by fine in any sum not more than One Hundred ($100.00) Dollars. Each day during which such violation continues shall constitute a separate offense.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and legal publication thereof.

CHARLES LENZ
(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 26 day of April, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1662

M. L. BURNS, President MILLRED W. FUHRMAN, Deputy City Clerk

Presented to the Mayor for approval on the 30 day of April, 1932

MILLRED W. FUHRMAN, Deputy City Clerk

Approved this 9 day of May, 1932

WILLIAM J. HOSEY, Mayor

GENERAL ORDINANCE No. 1663

An Ordinance prohibiting the throwing or depositing or attempting to throw or deposit, or aiding or abetting in the throwing or depositing upon the property of another any vile, noxious or offensive smelling or injurious liquid, gas or solid, commonly known or termed as a "stinking bean" or a "stench bomb" in any form or device from which such liquid, gas or solid may be easily liberated.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm or corporation to throw or deposit, or attempt to throw or deposit, or aid or abet in the throwing or depositing upon the property of another any vile, noxious or offensive smelling or injurious liquid, gas or solid, commonly known or termed as a "stinking bean" or a "stench bomb" in any form or device, from which such liquid, gas or solid may be easily liberated and which upon being liberated would molest, discomfort or discommode any person or damage any property.

Section 2. It is hereby made unlawful for any person to have in his possession or under his control any "stinking bean, "stench bomb" or other device as set forth in Section 1 of this Ordinance, with the intent to use the same in violation of said section or with the intention that the same shall be used in violation of such section.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance shall upon conviction be fined in any sum not less than One Hundred ($100.00) Dollars, nor more than Three Hundred ($300.00) Dollars, or imprisonment for a period of not less than Thirty (30) days nor more than six months.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

CHARLES LENZ
(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of April, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1663

M.L.Burns
President

Mildred W. Fuhrman
Deputy City Clerk.

Presented to the Mayor for approval on the 30 day of April, 1932.

Mildred W. Fuhrman
Deputy City Clerk.

Approved this 9th day of May, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1664

An Ordinance amending Section 2 of General Ordinance No. 267, passed January 9, 1906.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That Section 2 of General Ordinance No. 267, passed January 9, 1906, be amended to read as follows, to-wit"

"It shall be unlawful for any person, firm, company or association to paint or write or permit to be painted or written any advertisement, sign or character, upon any sidewalk, telephone pole, telegraph pole, street railway pole, interurban railway pole, electric light pole, or drinking fountain, within the corporate limits of the City of Fort Wayne, Indiana.

Provided, however, that the owners of such telephone poles, telegraph poles, street railway poles, interurban railway poles, and electric light poles, may display upon such poles, the sign "Post no Bills."

Provided, however, that the Mayor of the City of Fort Wayne may grant permission in writing to a civic organization to write, paint or print upon sidewalks in the City of Fort Wayne, any writing, painting or printing having a civic object or appeal."

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 15 - Nays none)

This Ordinance has been duly published in book and pamphlet form, as required by law.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of April, 1932, by a majority vote of all members elect, did pass the ordinnce hereunto attached, and known as GENERAL ORDINANCE No. 1664

M.L.Burns, President — Mildred W. Fuhrman, Deputy City Clerk.

Presented to the Mayor for approval on the 30 day of April, 1932.

Mildred W.Fuhrman, Deputy City Clerk.

Approved this 9th day of Mayr, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE NO. 1665

An ordinance authorizing the Controller of the City of Fort Wayne, Indiana, to sell the Fort Wayne Code of 1931, at Five ($5.00) Dollars per volumn.

Be it ordained by the Common Council of the City of Fort Wayne,

Section 1. That the City Controller of the City of Fort Wayne, Indiana, be and hereby is authorized to sell the Fort Wayne Code of 1931 at Five ($5.00) Dollars per volumne. We feel that this reduction is necessary because of the depression and present corditions in the country and city.

Section 2. That the Controller of the City of Fort Wayne is hereby authorized to employ agent or agents to sell the Fort Wayne Code of 1931, and to pay a commission of $1.00 per volumne.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOL

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1665

L. L. [illegible], President LEONARD E. FRANKLE, City Clerk

Presented to the Mayor for approval on the 14 day of May, 1932

LEONARD E. FRANKLE, City Clerk

Approved this 24 day of May, 1932

WM. J. HOSLEY, Mayor

GENERAL ORDINANCE NO. 1666

An Ordinance fixing the interest rate and the date of issue and time of payment or maturity of the third allotment of bonds issued and to be sold by the Controller of the City of Fort Wayne, Indiana, pursuant to General Ordinance No. 1571.

WHEREAS, The Common Council of the City of Fort Wayne, Indiana, on December 29, 1930, passed Ordinance No. 1571 providing for the borrowing of $2,5000,000.00, and the issue and sale of bonds therefor, and providing funds for the payment of the necessary expense in connection with the improvement of the Fort Wayne water Works, owned and operated by the City of Fort Wayne, Indiana; and

WHEREAS, Section 2 of said Ordinance provides among other things that said bonds shall bear not to exceed 4¼% interest per annum, and that they shall be designated as series _____, and numbered consecutively beginning with Number One (1), and to be known as Fort Wayne Water Works Improvement Bonds, Each of said bonds shall be issued for a period of not to exceed twenty five years, and each allotment so issued shall be in series T so that at least one twenty-fifth (1-25th) in principal of each allotment issued shall be paid and retired annually until the total issue shall have been retired. First allotment to be retired two years after issue, and

WHEREAS, The City of Fort Wayne, Indiana, by and through its Controller is about to issue, advertise for sale, and sell the third allotment of said bonds, therefore Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the rate of interest of the third allotment of bonds to be advertised for sale is hereby fixed at 4¼%. That said bnds are to be dated on the date of issue and shall be designated as Series T-3, and that the maturities of said bonds are fixed as follows, to wit:

Bonds No.	1501	to	1532	both inclusive, maturing	June 1, 1934.
"	1533	to	1564	" " "	June 1, 1935
"	1565	to	1596	" " "	June 1, 1936
"	1597	to	1628	" " "	June 1, 1937
"	1629	to	1660	" " "	June 1, 1938
"	1661	to	1692	" " "	June 1, 1939
"	1693	to	1724	" " "	June 1, 1940
"	1725	to	1756	" " "	Junel, 1941
"	1757	to	1788	" " "	June 1, 1942
"	1789	to	1820	" " "	June 1, 1943
"	1821	to	1852	" " "	June 1, 1944
"	1853	to	1884	" " "	June 1, 1945
"	1885	to	1916	" " "	June 1, 1946

Bonds No.	1917	to	1948	both inclusive,	maturing June 1, 1947
"	1949	to	1980	" " "	June 1, 1948
"	1981	to	2012	" " "	June 1, 1949
"	2013	to	2044	" " "	June 1, 1950
"	2045	to	2076	" " "	June 1, 1951
"	2077	to	2108	" " "	June 1, 1952
"	2109	to	2140	" " "	June 1, 1953
"	2141	to	2172	" " "	June 1, 1954
"	2173	to	2204	" " "	June 1, 1955
"	2205	to	2236	" " "	June 1, 1956
"	2237	to	2268	" " "	June 1, 1957
"	2269	to	2300	" " "	June 1, 1958

Section 2. Be it further ordained, that the Common Council of the City of Fort Wayne, Indiana, hereby ratifies and approved the rate of interest so fixed at 4¼%, the date of issue of said bonds, and the maturities as hereinbefore fixed and determined in Section 1, and that the same be advertised, sold and delivered by the Controller of the City of Fort Wayne, Indiana, pursuant to General Ordinance No. 1571.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

G. A. DINNEN

The ordinance was read the first time in full and on motion the ordinance was read the second time by its title and a motion to suspend the rules prevailed by the following vote : Ayes 16-Nays none.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes 16-Nays none

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of May, 1932 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1666

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of May, 1932

LEONARD E. PRANGER, City Clerk

Approved this 31 day of May, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1667

An Ordinance requiring the New York Central Railroad Company and the New York, Chicago and St. Louis Railroad Company to protect the traffic on Main Street in the City of Fort Wayne, Indiana, where the said Main Street crosses the tracks of said Railroad Companies, by erecting, maintaining and operating twenty four (24) hours each day an electric semaphore signal tobe controlled by manual operation, and repealing General Ordinance No. 631

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the New York Central Railroad Company and the New York, Chicago and St. Louis Railroad Company, be and are hereby required to protect the traffic on Main Street in the City of Fort Wayne, Indiana, where the tracks of said Railroad Companies cross Main Street by the erection, maintaining and operating twenty four (24) hours each day an electric traffic semaphore signal to be controlled by manual operation by the said New York Central Railroad Company and the New York, Chicago and St. Louis Railroad Company. That said electric traffic semaphore signal shall be erected, maintained and operated under the direction of the Board of Public Safety of the City of Fort Wayne, Indiana, at the cost and expense of said Railroad Companies.

Section 2. That said electric traffic semaphore signal shall display a green light to the traffic traveling East and West on Main Street in the City of Fort Wayne when said crossing is not being used by said Railroad Companies for the crossing of any of its engines, trains or cars, and when said green light is so displayed, the traffic on Main Street shall have a right to cross and recross said crossing. When an amber or red light is displayed, traffic on Main Street at said crossing shall come to a complete stop.

Section 3. That at a reasonably safe time prior to the use of said crossing by any of said Railroad Companies' engines, trains or cars, or by any person, firm or corporation, the said electric traffic semaphore signal shall be changed by operation of said Railroad Companies, so that first the amber and then the red light shall be displayed to the traffic traveling East or West on Main Street, and a green light is displayed to the traffic on the tracks of said Railroad Companies. That it shall be unlawful for any engine, train or car to cross Main Street, and the green light is displayed both directions or in each direction of said Railroad Companies' tracks.

Section 4. That General Ordinance No. 631 be and hereby is repealed.

Section 5. That any person, firm or corporation violating any of the provisions of this Ordinance, shall upon conviction, be fined in any sum not exceeding Three Hundred ($300.00) Dollars.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

CHARLES H. YOUNG (Ayes 11-Nays 5)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AF REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NOL 1667

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of May, 1932

LEONARD E. PRANGER, City Clerk

Approved this day of 19

Mayor

MAYOR'S COMMUNICATION

June 6, 1932

General Ordinance No. 1667--An ordinance for regulating traffic on West Main Street at its intersection with the tracks of the New York Central Railroad, I have not approved for the reason that the ordinance as passed is defective in its description of the operation of electrid signals as understood and agreed to by the railroad officials. The error or defect is in Section Two (2) and should be changed in order to make the signal system operate in the manner agreed to.

Respectfully,

(Signed) Wm. J. Hosey, Mayor

GENERAL ORDINANCE NO. 1668

An Ordinance ratifying and approving a certain contract by and between the Webster Manufacturing Company, of the State of Illinois, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the furnishing of all work, materials, apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the improvement of the City Light and Power Works, to-wit:

Division No. 1.--The furnishing, delivery and erection of a complete coal elevating and distributing system for and at the City Light and Power Works of the City of Fort Wayne, Indiana, including track hopper, two feeders, two elevators, shuttle belt conveyor, three automatic coal scales, and three non-segregating spreaders.

WHEREAS, on the 26 day of April, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract and agreement with the Webster Manufacturing Company of the State of Illinois, for the furnishing of all work, materials, apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the improvement of the City Light and Power Works, to wit: Division No. 1--The furnishing, delivery and erection of a complete coal elevating and distributing system for and at the City Light and Power Works of the City of Fort Wayne, Indiana, including track hopper, two feeders, two elevators, shuttle belt conveyor, three automatic coal scales, and three nonsegregating spreaders, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this twenty-sixth day of April, 1932, by and between the Webster Manufacturing Company, of the County of Cook, State of Illinois, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to-wit:

Division No. 1---The furnishing, delivery and erection of a complete coal elevating and distributing system for and at the City Light and Power Works of the City of Fort Wayne, Indiana, including track hopper, two feeders, tow elevators, shuttle belt conveyor, three automatic coal scales,

and three non-segregating spreaders. Elevator motors are to be 10 H.P. each. Shuttle belt conveyor traverse motor is to be 2 H.P., and shuttle belt conveyor is to be arranged with splices to permit serving the first boiler installed, while the other two boilers are being erected, all of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the Webster Manufacturing Company, on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($19,500.00)

Delivery of all equipment and apparatus, except two coal scales and two spreaders, will be made within sixty (60) days after request by the party of the second part, but not later than one hundred fifty (150) days after date of this contract, except by mutual agreement of the parties hereto.

Delivery of the aforesaid two coal scales and two spreaders will be made within sixty (60) days after request by the party of the sec nd part, but not later than two hundred forty (240) days after date of this contract, except by mutual agreement of the parties hereto.

Erection of all equipment will be completed within thirty (30) days after delivery and preparation of the site by the party of the secod part.

Payments are to be made in accordance with paragraph 18, "Terms of Payment, " of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

John Trier
David Erwin
C. A. Ramsye
Board of Public Works

Webster Manufacturing Co.

By William H. Lanz,
Party of the first part

Attest:

Scott S. Snyder, Secretary

Approved as to form and legality

By Wm. Freuchtenicht

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a certain contract entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and The Webster Manufacturing Company, on the 26 day of April, 1932,

and providing for the furnishing of all work, materials, apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered b the following named division of the Specifications for the improvement of the City Light and Power Works, to wit: Division No. 1. The furnishing, delivery and erection of a complete coal elevating and distributing system for and at the City Light and Power Works of the City ofFort Wayne, Indiana, including track hopper, two feeders, two elevators, shuttle belt conveyor, three automatic coal scales, and three non-segregating spreaders, which contract is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS RE-QUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1668

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of May, 1932

LEONARD E. PRANGER, City Clerk

Approved this 6 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1669

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between The C. O. Bartlett and Snow Company of the County of Cuyahoga, State of Ohio, and the City of Fort Wayne, Indiana, by and throughits Board of Public Works for the furnishing of all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 4 of the Specifications for the improvement of the City Light and Power Works, to wit: Division No. 4 the furnishing, deli ery and erection of a complete traveling coal crusher, ready for operation on the existing crane track at the City Light and Power Works of Fort Wayne, Indiana.

WHEREAS, on the 10 day of May, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the C. O. Bartlett and Snow Company of Ohio, for the furnishing of all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, matErials and apparatus as covered under the following Division of the Specifications for the improvement of the City Light and Power Works, Fort Wayne, Indiana, to wit: Division No. 4 The furnishing, delivery and erection of a complete traveling coal crusher, ready for operation on the existing crane track at the City Light and Power Works of Fort Wayne, Indiana, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this _____day of_____ 1932, by and between the C. O. Bartlett and Snow Company, of the County of Cuyahoga, State of Ohio, party of the first part, and the City of Fort Wayne, Count. of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to-wit:

Division No. 4. The furnishing, delivery and erection of a complete traveling coal crusher, ready for operation on the existing crane track at the City Light and Power Works of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of The C. O. Bartlett and Snow Company, on file in the office

of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

THREE THOUSAND DOLLARS AND NO CENTS ($3,000.00)

Delivery of the coal crusher will be made within sixty (60) days after request by the party of the second part, but not later than one Hundred twenty (120) days after date of this contract, except by mutual agreement of the parties hereto.

Erection of the crusher will be completed within thirty (30) days after delivery.

Payments are to be made in accordance with paragraph 18, "Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

John Trier
David Erwin
C. A. Ramsey
Board of Public Works

Attest:
H. L. McKinnon, Secretary

The C. O. Bartlett and Snow Co.

By W. S. Lister
Party of the First Part

Approved as to form and legality

By_____

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the above and foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the C. O. Bartlett and Snow Company of Ohio, for the furnishing of all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials, and apparatus as covered by the following named division of the specifications for the improvement of the City Light and Power Works, to wit: Division No. 4. The furnishing, delivery and erection of a complete traveling coal crusher, ready for operation on the existing crane track at the City Light and Power Works, Fort Wayne, Indiana, which contract is more specifically set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER (Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK ANDPAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1669

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of May, 1932

LEONARD E. PRANGER, City Clerk

Approved this 6 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1670

An Ordinance ratifying and approving a certain contract made by and between the United Conveyor Corporation of the State of Illinois, and the City of Fort Wayne, Indiana, by andtnrough its Board of Public Works, for all work and labor covered under Division No. 5 of the Specifications for the improvement of the City Light and Power Works, as follows, to wit: Division No. 5. The furnishing, delivery and erection of a complete siftings, soot and cinder handling system Bor and at the City Light and Power Works of the City of Fort Wayne, Indiana.

WHEREAS, on the 26 day of April 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the United Covneyor Corporation of the State of Illinois, for all work and labor connected with Division No. 5 of the Specifications for the improvement of the City Light and Power Works, as follows, to wit: Division No 5. The furnishing, delivery and erection of a complete siftings, soot and cinder handling system for and at the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this twenty-sixth day of April, 1932, by and between THE UNITED CONVEYOR CORPORATION, of the County of Cook, State of Illinois, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to-wit:

Division No. 5. The furnishing, delivery and erection of a complete siftings, soot and cinder handling system for and at the City Light and Power Works of theCity of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the United Conveyor Corporation, on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fullyand effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to wit:

TWELVE THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND NO CENTS ($12, 691.00)

Delivery of all equipment and apparatus will be made within thirty (30) days after request by the party of the second part, but not later than one hundred eighty (180) days after date of this contract, except by mutual agreement of the parties hereto.

Erection of all equipment will proceed as required by the party of the second part and will be completed within thirty (30) days after delivery and preparation of the site by the party of the second part.

Payments are to be made in accordance with paragraph 18, "Terms of payment," of the specifications on file in the office of the Board of Public Works.

The party of the first part hereby agrees to replace, f.o.b. factory, free of charge to the City of Fort Wayne, any part or parts of the equipment furnished by the party of the first part that may be worn out or worn to such an extent that the efficiency of the equipment is impaired, within five (5) years from the date of installation.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

John C. Trier
David Erwin
C. A. Ramsey
Board of Public Works

United Conveyor Corp.
By S. A. Brooks
Party of the First Part

Attest:

Scott S. Snyder, Secretary

Approved as to form and Legality

Wm. Freuchtenicht

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into on the 26 day of April, 1932, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and The United Conveyor Corporation of the State of Illinois, for al work and labor connected with Division No. 5 of the Specifications for the improvement of theCity Light and Power Works of the City of Fort Wayne, Indiana, as follows, to-wit: Division No. 5. The furnishing, delivery, and erection of a complete siftings, soot and cinder handling system for and at the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is set out and more specifically described in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its padsage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1670

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the May r for approval on the 27 day of May, 1932

LEONARD E. PRANGER, City Clerk

Approved this 6 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1671

An Ordinance ratifying and approving a certain contract made by and between the Western Gas Contruction Company, of Allen County, Indiana, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for all work covered under Division No. 2 of the Specifications for the Improvement of the City Light and Power Works, Fort Wayne, Indiana, as follows, to wit: Division No. 2 The furnishing, delivery and erection of a complete ten-ton motor driven larry car, ready for operation on the existing railroad siding at the City Light and Power Works of Fort Wayne, Indiana.

WHEREAS, on the 26 day of April, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the Western Gas Construction Company of Allen County, Indiana, for all work covered under Division No. 2 of the Specifications for the Improvement of the City Light and Power Works, of Fort Wayne, Indiana, as follows, to wit: Division No. 2 The furnishing, delivery and erection of a complete ten-ton motor driven larry car, ready for operation on the existing railroad siding at the City Lightand Power Works, of Fort Wayne, Indiana, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 26 day of April, 1932, by and between THE WESTERN GAS CONSTRUCTION COMPANY, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to-wit:

Division No. 2. The furnishing, delivery and erection of a complete ten-ton motor driven larry car, ready for operation on the existingrailroad siding at the City Light and Power Works of Fort Wayne, Indiana, all of which work, material and apparatus is to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of The Western Gas Construction Company, on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

THREE THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND NO CENTS ($3,626.00)

Delivery of the equipment will be made within sixty (60) days after request by the party of the second part, but not later than one hundred twenty (120) days after date of this contract, except by mutual agreement of the parties hereto.

Erection of the equipment will be completed within fifteen (15) days after delivery.

Payments are to be made in accordance with paragraph 18, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set out hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

John C. Trier
David Erwin
C. A. Ramsey
Board of Public Works

Attest:

Scott S. Snyder, Secretary

The Western Gas Construction Co.
J. E. Tellman
Party of the First Part

Approved as to Form and Legality

By _____

Section No. 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into on the 26 day of April, 1932, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Western Gas Construction Company of Allen County, Indiana, and providing for the work covered under Division No. 2 of the Specifications for the Improvement of the City Light and Power Works, Fort Wayne, Indiana, as follows, to wit: Division No. 2 The furnishing, delivery and erection of a complete ten-ton motor driven larry car, ready for operation on the existing railroad siding at the City Light and Power Works of Fort Wayne, Indiana, which contract is more specifically set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its ;passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1671

M. L. BUNRS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of May, 1932

LEONARD E. PRANGER, City Clerk

Approved this 6 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1672

An Ordinance making it unlawful to paste on any building structure and vehicle or place between windshield and windshield wiper any handbill, circular, book or any advertising matter, excepting violation or warning notices given by the Police Department for the violation of any law or ordinance, and providing penalties for the violation thereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm or corporation to paste on any building, structure and vehicle or place between windshield wiper and windshield any handbill, circular, book or other advertising matter, unless consented to by the owner. Provided this ordinance shall not apply to violation or warning notices given by the Police Department for the violation of any law or ordinance.

Section 2. Any person, firm or corporation violating any of the provisions of this ordinance, shall upon conviction be fined in any sum not exceeding One Hundred ($100.00) Dollars.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

LOUIS C. LANGARD

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 24 day of May, 1932, by a majority of vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1672

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of May, 1932.

LEONARD E. PRANGER, City Clerk

Approved this 6 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1673

An Ordinance allowing the sum of Sixty-five ($65.00) Dollars to the Fort Wayne Plate and Window Glass Company for the purpose of replacing a plate window glass broken by a stone thrown by the wheel of a passing automobile, and allowing the claim of Dr. Joseph C. Lill for services rendered officer William C. Bishop, city policeman.

Be it ordained by the Common Council of the City of Fort Wayne, Ind.:

Section 1. That the sum of Sixty-Five ($65.00) Dollars be and hereby is allowed to be paid out of Item 33a of the Budget, Claims against the City of Fort Wayne, for the purpose of replacing a plate window glass beoken by a stone thrown by the wheel of a passing automobile. Said stone was laying on a paved street in the City of Fort Wayne, left there by employees ot the City of Fort Wayne after having made excavation.

Section 2. That the sum of Seven ($7.00) Dollars be and hereby is allowed to be paid out of Item 33a of the Budgey, for the purpose of paying the claim of Dr. Joseph C. Lill for mediacl service and treatment rendered Officer William O. Bishop, city policemen.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 13, nays 8)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 24 day of May, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1673

M. L. BURNS President LEONARD E. PRANGER City Clerk

Presented to the Mayor for approval onthe 27 day of May, 1932.

LEONARD E. PRANGER City Clerk

Approved this 6 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1674

An Ordinance ratifying and approving a certain contract and agreement made by and between Max Irmscher and Sons, of Fort Wayne, Allen County, Indiana, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, for the furnishing and paying for all labor, materials, apparatus and tools necessary for the construction of an addition to the boiler plant building of the City Light and Power Works of the City of Fort Wayne, Indiana, including the construction of track hopper pit and steel coal bunkers, and the demolition and removal of parts of the present building, in accordance with the plans and specifications.

WHEREAS, on the 24 day of May, 1932, the City of Fort Wayne, Allen County, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Max Irmscher and Sons, of Fort Wayne, Allen County, Indiana, for the furnishing and paying for all labor, materials, apparatus and tools necessary for the construction of an addition to the boiler plant building of the City Light and Power Works of the City of Fort Wayne, Indiana, including the construction of track hopper pit and steel coal bunkers, and the demolition and removal of parts of the present building, in a accordance with the plans and specifications, which contract and agreement is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 24 day of May, 1932, by and between Max Irmscher and Sons, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the Second part.

WITNESSETH; That the party of the first part covenants and agrees to furnish and pay for all labor, materials, apparatus and tools necessary for the construction of an addition to the boiler plant building of the City Light and Power Works of the City of Fort Wayne, Indiana, including the construction of track hopper pit and steel coal bunkers, and the demolition and removal of parts of the present building, in accordance with the plans and specifications prepared by the Froehlich and Emery Ingineering Company and the proposal of Max Irmscher and Sons, on file in the offices of the Board of Public Works of the City of Fort Wa ne, Indiana, all of which plans, specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to wit:-

One Hundred Twenty-three Thousand Five Hundred Eighty-Eight Dollars and no Cents ($123,588.00)

The party of the first part agrees to complete the construction of the first unit of the building, ready for installation of boiler and boiler

plant equipment, within one hundred and ten (110) calendar days after date of this contract and the approval of the same by the Common Council of the City of Fort Wayne, Indiana, and to complete the construction of the entire building within one hundred and fifty (150) calendar days after removal of boiler No. 1 and radial brick chimney No. 1

Payments are to be made in accordance with paragraph 18 "Tersm of Payment", of the specifications on file in the office of the Board of Public Works, except that final payment shall be made within sixty (60) days after engineers approval as contemplated in the specifications.

The City agrees to and will order and direct the proper officials to co-operate in guarding or protecting the work from extraordinary or unusual hazzards by fire or toher casualty, except acts of God.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By Wm. J. Hosey, Mayor

Attest:
Scott S. Snyder, Secretary

John C. Trier
David E win
C. A. Ramsey
BOARD OF PUBLIC WORKS

Approved as to Form and Legality
By Wm. Freuchtenicht

Max Irmscher & Sons
By Max Irmscher Sr. Partners
By George M. Irmscher (A Partner)
By A. P. Irmscher (A Partner)
By Max Irmscher Jr. (A Partner

Party of the First Part

Be it ordained by the Common Council of the City of Fort Wayne, Ind.

Section 1. That the above and foregoing contract and agreement made and entered into on the 24 day of May, 1932, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Max Irmscher and Sons, of Fort Wayne, Indiana, for the furnishing and paying for all labor, materials, apparatus and tools necessary for the construction of an addition to the boiler plant building of the City Light and Power Works of the City of Fort Wayne, Indiana, including the construction of tract hopper pit and steel coal bunkers, and the demolition and removal of parts of the present building, in accordance with the plans and specifiaations, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

THISORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LA W.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 1 day of June, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1674

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 3 day of June, 1932
LEONARD E. PRANGER, City Clerk

Approved this 6 dayof June, 1932
WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1675

An Ordinance raifying and approving a certa'n contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and John Dehner, Inc., of Fort Wayne, I$_n$diana, for the building and constructing for the said City the feeder main crossings under St. Marys and St. Joseph Rivers and the furnishing of all materials, equipment, tools and building appliances, and all labor, power and transportation necessa y therefor, excepting cast iron pipe, special castings, lead and valves 'n accordance with plans and specifications.

Whereas on the 24 day of May, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a certain contract and agreement with John Dehner, Inc., of Fort Wayne, Indiana, for the building and constructing for the said City the feeder main crossings under St. Marys and St. Joseph Rivers and the furnishing of all materials, equipment, tools and building appliances, and all la or, power and transportation necessary therefor, excepting cast iron pipe, special castings, lead and valves in accordance with plans and specifications, which contract and agreement is in the following words and figures, to wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 24 day of May, 1932, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereinafter called the City and John Dehner, Inc., of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following Articles of Agreement.

Article 1. Contractor's Obligation to Construct.

It is agreed that the Contractor shall build and construct for the said City the feeder main crossings under St. Marys and St. Joseph Rivers; and that the Contractor shall furnish all materials, all equipment, tools and building applinces, and all labor, power and tranaportation necessary therefor, excepting shall be done in full accordance with and conformity to the plans and specifications which are hereto attached and made a part of this agreement.

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workman, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no cliam against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the said Contractor will begin work under this contract within ten days after the signing of the agreement, and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to full completion on or before the dirst day of July, 1932, except as such time limit may be advanced in accordance with the provisions of Article 4 herein; the time of beginning, rate of progress

and rate of completion being considered as essential elements of the contract.

Article 4. Extension of Time.

It is agreed that if the contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm of floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on a count of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The interference with work by flood stages in the Rivers while the rollers of the Hosey dam are held in a raised position shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

The City will hold the rollers of the Hosey dam in their raised position until July 1, 1932, as a consideration favorable to the c onstruction of the feeder main crossing and other work being done for the City. The City does not, however, guarantee that these rollers will be held in their raised position after this date.

Article 5. Liquidated Damages.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Fifty Dollars ($50.00) for each and every working day that the said Contractor shall be in default. Said sum of Fifty Dollars ($50.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breadhes of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract.

It is abreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skillrf workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and made use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment untile the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative serviced, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or ewuipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying set of drawings 11" x 17" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Feeder Main River Crossings", prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of May 1931, These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These orignal and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contracto upon due notification in writing by the Engineer. When such alterationsare so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated ~~the~~ by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, mat request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations.

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms. Whenever the term "City" is used herein it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor" "Board of Public Works", "City Clerk" or "City Attorney" are used, it shall be understood to refer to the Mayor or Board of Public Works or City Clerk of City Attorney of the said City.

Whenever the term "Engineer" is used it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal repersentatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Con ractor of his fundamental obligations to fully meet all the requirements of his contract; Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabircated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer and such rejected materials or articles shall not be used, but shall be immediately removed

by the Contractor from the site of the work.

The Engineer and his duty authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

MEASUREMENT

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements hsall be final and conclusive evidence of the amount of work performed under this contract.

CONTRACTOR'S OFFICE

The Contractor shall establish and maintain an office on the site of the work, or at some point covenient thereto, during the continuance of this contract, and shall have in said office at all times during working hours a representative authorized to receive and execute any and all orders given by the Engineer and such orders when given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Copies of the plans and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

PROTECTION AGAINST ACCIDENTS

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

RESPONSIBILITY FOR DAMAGE TO WORK

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

RESPONSIBILITY FOR ADJOINING STRUCTURES

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surfacr structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which

may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations. Damaged structures shall be repaired or replaced to the condition at the time of damage. Such repair or replacement shall be made by the Contractor or by the owner of the structure as directed by the Engineer.

PROTECTION OF TREES AND SHRUBBERY

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the Engineer to remove, from injury by workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer.

STORAGE OF MATERIALS

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all the ordinances of the City or Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public Improvements.

PATENTS AND PATENT RIGHTS

The Contractor s all protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

PERMITS AND REGULATIONS

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

SANITARY REGULATIONS

The Contractor shall at all times provide for his employees an abundant and convenient supply of drinking water, taken from the City's water supply system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the me.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of toilets, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

EMPLOYMENT OF FORT WAYNE LABOR

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

WORKMEN'S COMPENSATION

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

DISORDERLY EMPLOYEES

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

WATER SUPPLY FOR CONSTRUCTION PURPOSES

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that nay such water not specifically approved for drinking purposes shall not be available for such use. If such supply is taken from these mains of the City water distribution system the Contractor shall make arrangements and pay therefor in the manner prescribed by the water department regulations. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by

the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable priviliges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workman of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

PROPERTY RIGHTS IN SURPLUS MATERIALS

All excess materials excavated during the pogress of the work which shall remain after all backfilling and grading has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the Three Rivers Park site of the filtration and pumping station under direction of the Engineer.

CLEANING UP

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to Pay Bills.

Itis agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by

the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 12. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following named unit and lump sum prices:

Item 1. For laying 30-inch main, the unit price of Fourteen and 16/100 Dollars.

Item 2. For laying 24-inch main, the unit price of Twelve and 16/100 Dollars.

Item 3. For concrete encasement of 30-inch main, the unit price of Four and 97/100 Dollars ($4.97) per lineal foot of main encased.

Item 4. For concrete encasement of 24-inch main, the unit price of Four and 00/100 Dollars ($4.00) per lineal foot of main encased.

Item 5. For laying 8-inch blowoff piping, the unit price of Two and 00/100 Dollars ($2.00) per lineal foot.

Item 6. For installing one blowoff manhole and appurtenances, the lump sum price of One Hundred and 00/100 Dollars ($100.00)

Item 7. For installing one special blowoff and valve manhole and appurtenances, the lump sum price of One Hundred Eighty-four and 00/100 Dollars ($184.00)

Item 8. For laying the 4-inch sludge line, the unit price of Two and 00/100 Dollars ($2.00) per lineal foot of pipe.

Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materilas, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as

practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the povisions of Article 2 of this agreement on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of this agreement. Upon the acceptance of the completed work by the Board of Public Works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

JOHN DEHNER, Inc.

By John Dehner, Sec-Treas.

Approved:

Wm. J. Hosey, Mayor

Approved as to form and execution:

Wm. Fruechtenicht, City Attorney

Helen Sheets

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and John Dehner, Inc., of Fort Wayne, Indiana, for the building and constructing of the feeder main crossings under St. Marys and St. Josephs Rivers and the furnishings of all materials, equipment, tools and building appliances, and all labor, power and transportation necesaary therefor, excepting cast iron pipe, special castings, lead and valves in accordance with plans and specifications, which contract and agreement is more specifically described in the preamble herto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 14-Nays 1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting held on the 1 day of june, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1675

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 3 day of June, 1932
LEONARD E. PRANGER, City Clrk

Approved this 6 day of June, 1932
WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1676

An Ordinance regulating and restricting the used of the improved and paved streets and alleys of the City of Fort Wayne, Indiana, by certain vehicles.

Whereas certain vehicles now useing the streets of the City of Fort Wayne, Indiana, because of the length and weight are visibly and materially damaging said paved streets, therefore,

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm or corporation, to operate, or move, or for the owner to cause or knowingly permit to be operated or moved upon any public street or alley in the City of Fort Wayne, Indiana, any vehicle or combination of vehicles of a size or weight exceeding the limitations provided in this ordinance, or any vehicle or combination of vehicles which are not constructed or equipped as required by this ordinance, except as express authority may be granted in this ordinance.

Section 2. (a) No vehicle shall exceed a total maximum width, including any load thereon, of eight feet.

(b) No vehicle shall exceed a total maximum height, including any load thereon, of twelve feet.

(c) No single vehicle shall exceed alength of forth (40) feet, and no combination of vehicles coupled together shall exceed a total length of forty (40) feet.

(d) No load on any vehicle or combination of vehicles shall extend more than three feet beyond the fron thereof.

(e) No vehicle shall carry any load on the running board on the left side of such vehicle extending more than six inches beyond the line of the fenders.

(f) No vehicle shall be driven or moved on any public street or alley in the City of Fort Wayne, Indiana, unless such vehicle is so constructed or loaded as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.

Section 3. Whenever the load on any vehicle operated or moved upon the public streets or alleys in the City of Fort Wayne, Indiana, shall extend more than four feet beyond the rear of the bed or body thereof, there shall be displayed at the end of such load in such position as to be visible at all times from the rear of such load a red flag not less than twelve inches both in length and width, and between one-half hour after sunset and one-half hour before sunrise there shall be displayed at the end of any such load a red light plainly visible undernormal atmospheric conditions at least two hundred feet from the rear of such vehicle.

Section 4. No vehicle whose frame or body extends more than sixty inches beyond the rear of the rear axle thereof, and is more than forty-two inches above the roadway, shall be operated on any public street or alley in the City of Fort Wayne, Indiana, unless equipped with a fender or bumper on the extreme rear of such frame of body. Such bumper shall extend downward from the rear of such frame or body to within thirty inches of the roadway and be of substantial construction.

Section 5. No motor vehicle shall be driven upon any public street or alley in the City of Fort Wayne, Indiana, drawing or having attached thereto more than one other vehicle, except that a motor vehicle with semi-trailer, may draw in addition thereto, one other vehcile.

Section 6. The draw bar or other connection between any two vehciles one of which is towing or drawing the other upon a public highway shall not exceed fifteen feet in length from one vehicle to the other. All trailers or semi-trailers hauled by any motor propelled vehicle must be so attached to such vehicle and to each other with such forms of coupling devices as will prevent such trailer or semi-trailer from being deflected more than six inches from the path of the towing vehicle or to each other, by suitable safety chains or devices, one on each side of the coupling at the extreme outer edge of the vehivle, and each such chain or device and connection so used shall be of strength to haul the trailer when loaded.

Section 7. No motor vehicle, trailer, or semi-trailer shall be operated or moved on the paved surface of any public street or alley in the City of Fort Wayne, Indiana, other than gravel or macadam unless such vehicle is equipped with tires of rubber or some materila of equal resiliency. Every solid rubber tire on a vehicle operated or moved on the paved surface of such highway shall have rubber on its entire traction surface at least one inch thick above the edge of the flange of the entire periphery.

(b) No tire on a vehicle operated or moved on the paved surface of any public street or alley shall have on its periphery any block, stud, flange, cleat or spide, or any other protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire; Provided, that it shall be permissible to use tire chains of reasonable proportions upon any vehcle when required for safety because of snow, ice or other conditions tending to cause a vehicle to slide or skid.

Section 8. No vehicle or combination of vehicles having a gross weight in excess of those permitted in this section shall be operated or moved on any public highway unless the owner or operator shall first have secured a permit as provided in section 9 of this ordinance.

(a) No vehicle equipped with pheumatic tires shall have a maximum wheel wieght unladen or with load in excess of eight thousand pounds, nor in excess of eight hundred pounds per inch width of tire, measured between flangers of rim, nor an axle weight in excess of sixteen thousnad pounds.

(b) Vehicles equipped with solid rubber tires shall not have a maximum wheel weight, nor a maximum axle weight in excess of eighty per cent of the weights prescribed for vehicles equipped with pneumatic tires; Provided, however, that in no case shall the total weight concentrated on the roadway surface from any selected group of two or more consecutive axles on any vehicle or combination of vehicles exceed twenty-four thousand pounds plus an additional six hundred pounds computed for each lineal food between the centers of the first and last axles of said group.
(c) "Axle weight" as used in this section shall be considered the total weight concentrated on one or more axles spaced less than forth inches from center to center.
(d) For the purposes of this ordinance an "axle" shall be construed to be the common axis of rotation of one or more wheels or rollers whether power driven or freely rotating, and whether in one of (or) more segments and regardless of the number of wheels carried thereon.

Section 9. The Board of Public Works may in writing grant permission for the hauling of poles or in other specific instances or emergencies.

Section 10. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined inany sum not exceeding One Hundred ($100.00) Dollars. To which may be added imprisonment at the discretion of the court, for the first offence, not to exceed Thirty (30) days, second offense and subsequent offenses not exceeding three (3) months.

Section 11. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

LOUIS C. LANGARD

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14 day of June, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1676

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of June, 1932

LEONARD E. PRANGER, City Clerk

Approved this 24 day of June, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1677

An Ordinance authorizing the Board of Public Works to purchase certain real estate.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:-

Section 1. The Board of Public Works of the City of Fort Wayne, Indiana is hereby authorized to purchase Lots Number 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 of Charles W. Scherer's Riverside Addition to the City of Fort Wayne, Allen County, Indiana.

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication thereof.

Louis J. Voors

(Ayes 15- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14th day of June, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1677

M.L.Burns, President Leonard E.Pranger, City Clerk

Presented to the Mayor for approval on the 17th day of June, 1932

Leonard E.Pranger, City Clerk

Approved this 24th day of June, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1678

An Ordinance making it unlawful for any person to idle or loiter in any public place, street, alley, hotel, depot, freight house, factory, commercial house, office or office building in the City of Fort Wayne, Indiana, and repealing Section 47 of General Ordinance No. 143.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person to idle or loiter in any public place, street, alley, hotel, depot, freight house, factory, commercial house, office or office building in the City of Fort Wayne, Indiana.

Section 2. That Section 47 of General Ordinance No. 143, passed November 18, 1899, is hereby repealed.

Section 3. That any person found violating any of the provisions of this ordinance, shall, upon conviction, be fined in any sum not not exceeding Two Hundred ($200.00) Dollars, to which may be added imprisonment not to exceed three (3) months.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

J. J. PERREY

(Ayes 15- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14th day of June, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1678

M.L.Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 17th day of June, 1932.

Leonard E.Pranger, City Clerk.

Approved this 24th day of June, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1679

An Ordinance concerning public offenses.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:-

Section 1. Any person found loitering about or in any public place, street, alley, hotel, depot, freight house, factory, commercial house, office or office building, pool room, or found wandering around the streets, either by day or night, without being able to give a satisfactory account of himself, or any person upon whom shall be found any device, instrument or thing used in the commission of burglary, larceny or other crime, or for picking locks or pockets, or any device, instrument or thing used in obtaining money under false pretenses; and any person who obtains his living by criminal means and practices or who is the companion and associate of criminals or other dissolute persons, and any person who deliverately and unnecessarily crowds or jostles passengers on, or about to board or leave street cars, railroads, or in railroad stations, for the purpose of committing theft, or of aiding others to commit theft shall be deemed and held to be a suspicious person and on conviction thereof shall be fined in any sum not exceeding One Hundred ($100.00) Dollars. To which may be added imprisonment at the discretion of the court, for the first offense, not to exceed Thirty (30) days, second offense and subsequent offenses, not exceeding three (3) months.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

CHAS. LENZ

(Ayes 15 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 14th day of June, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1679

M.L.Burns, President Leonard E.Pranger, City Clerk

Presented to the Mayor for approval on the 17th day of June, 1932. Leonard E.Pranger, City Clerk.

Approved this 24th day of June, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1680

An Ordinance changing and amending the symbols and indications of a part of Section 6 of the map, which is part of General Ordinance No. 1436, the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne, to regulate and restrict the height, area, bulk and use and intensity of use of land; to classify and regulate the location of trades, callings, industries, commercial enterprises and the location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of decisions of such board by the court. This Ordinance and Ordinances supplemental or amendatory thereto, shall be known as the Zoning Ordinance of Fort Wayne, as amended this 13th day of November, 1928," passed November 13, 1928.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the symbols and indications of Section 6 of the Zoning Map, which is a part of General Ordinance No. 1436 as above described, be changed from those of a B to a C district on Lots 30 and 31 Eastwood Addition to the City of Fort Wayne, Indiana, and on Lots 217 and 218 Oldsdale Addition to the City of Fort Wayne, Indiana, said area to be known as a C district.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

J.J.PERREY

(AYES 13 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, a t a Regular meeting, held on the 12th day of July, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1680

M.L.Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 14th day of July, 1932. Leonard E.Pranger, City Clerk.

Approved this 25th day of July, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1681

An Ordinance amending Section 29 of General Ordinance No. 1328, known as the Building Code of the City of Fort Wayne, Indiana, by adding a sub-division (h).

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Section 29 of General Ordinance No. 1328 be amended by adding a sub-division (h) to read as follows:

(h) That in a fire zone one story buildings and/or structures, not more than fourteen (14) feet in height between the first floor joists and the ceiling joists nor more than twenty (20) feet over all above the sidewalk grade, may be erected with wood ceiling and roof joists, wood roof sheathing, wood sub-floor on steel joists and wood finished floor: Provided, that fireproof exterior walls and interior walls between individual stores or business concerns shall be of twelve (12) inch thickness of brick or brick and tile or of eight (8) inch reinforced concrete and that instead of such twelve (12) inch masonry walls, eight (8) inch masonry walls or other approved fireproof construction may be used with pilasters and/or such vertical supporting members as will, according to the provisions of this code, be required to safely carry the loads imposed thereon or to obtain the required stiffness of such walls and that the roofing shall be standard composition built-up or other fireproof roofing.

Non-bearing dividing partitions inside of individual stores or business places may be of wood or steel studing, set on floor, plastered on both sides on metal lath or on laminated gypsum plaster board.

It is expressly provided that no second story, sign, except where special structural provisions have been made to safely provide for the stresses induced by such sign, or other structure of any kind except skylight or ventilator housing of light fire-proof construction shall ever be erected or constructed on or above such one story structure or upon its foundation.

Any building or structure erected, remodeled or prepared for use under the provisions of this sub-division-(7)- shall not be occupied or used for the manufacture, storage or sale of fireworks, public garage, gasoline filling station building or for any purpose other than for such uses as are permitted in the F district, as provided for in General Ordinance No. 1436.

Section 2. This Ordinance shall be in full force from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG

(Ayes 11- Nays 3)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26th day of July, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1681

M.L.Burns, President Leonard E.Pranger, City Clerk

Presented to the Mayor for approval on the 29th day of July, 1932. Leonard E.Pranger, City Clerk

Approved this 8th day of August, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1682

An Ordinance amending Subdivision C of Section2 of General Ordinance No. 1676, passed by the Common Council on June 14, 1932.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That General Ordinance No. 1676 be amended in the following particular:

That Subdivision C be amended to read as follows: (c) No single vehicle shall exceed a length of thirty-three feet, and no combination of vehicles coupled together shall exceed a total length of forty feet. For the purpose of this Ordinance a semi-trailer shall be considered a separate unit.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS C. LANGARD

(Ayes 14 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26 day of July, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1682

M.L.Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 29th day of July, 1932. Leonard E.Pranger, City Clerk.

Approved this 8th day of August, 1932.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1683

An Ordinance supplementing General Ordinance No. 1436, and the same being "An Ordinance establishing a zoning plan for the City of Fort Wayne; to regulate and restrict the height, area, bulk and use of buildings; to regulate and determine the area of courts, yards and other open spaces; to regulate the location of trades, callings, industries, commercial enterprises and location of buildings designed for specified uses; to establish building lines; and for such purposes to divide the city into districts; to provide for administration and for penalties for the violation of its provisions; authorizing the creation of a board of zoning appeals and providing for review of the decisions of such board by the court. This Ordinance and ordinances supplemental or amendatory thereto shall be known as the Zoning Ordinance of Fort Wayne passed November 13, 1928.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Zoning Map of the City of Fort Wayne, Indiana, which is a part of Ordinance #1436, as provided in Section 3 of said Ordinance be amended and supplemented as follows:

First: That the territory bounded by Leroy Avenue on the west; the east line of Paramount extended Addition to the City of Fort Wayne, Indiana, on the east; Vance Avenue on the south; and the north line of Paramount Extended Addition to the city of Fort Wayne, Indiana, on the north, be and the same is hereby established as, and declared to be a "B" District; and that the map of said territory hereto attached, and marked Plate No. 1, is hereby made a part of this ordinance, and said territory shall be a part of Section 3 of the Zoning Map of the City ofFort Wayne, Indiana.

Second: That the territory bounded by State Boulevard on the north, Forest Avenue and Forest Avenue extended west on the south; Beacon Street on the east and the east line of Randall Farm subdivision on the west be and the same is hereby established as, and declared to be, a "B" District; and that the map of said territory hereto attached, and marked Plate No. 2, is hereby made a part of this ordinance, and said territory be a part of Section 3 of the Zoning Mpa of the City of Fort Wayne, Indiana.

Third: That the territory bounded on the north by Lake Avenue; on the south by the Maumee River; on the east by the north and south center line of Section 6, Township 30 North, Range 13 East; and on the west by the east line of South Kensington Park addition to the City of Fort Wayne, be and the same is hereby established as, and declared to be, an "A" District; and that the map of said territory hereto attached, and marked Plate No. 3, is hereby made a part of this Ordinance, and said territory shall be a part of

Section 3 of the Zoning Map of the City of Fort Wayne, Indiana.

Fourth: That the triangularly shaped territory bounded by Pontiac Street on the north; the city limits on the southwest; and by the city limits on the east - this being lots numbered one to 10 inclusive in Greater Fort Wayne Industrial Addition to the City of Fort Wayne, Indiana, be and the same is hereby established as, and declared to be an "E" District; and that the map of said territory hereto attached and marked Plate No. 4, is hereby made a part of this ordinance, and said territory shall be a part of Section 6 of the Zoning Map of theCity of Fort Wayne, Indiana.

Fifth: That the triangularly shaped tract of land bounded by Wayne Trace on the east and north; Turpie street on the west, and Oxford street on the south, except so much of said territory as is described in the following paragraphs numbered one and two, be and the same is hereby established as, and declared to be, a "B" District; and that the map of said territory hereto attached and marked Plate No. 5 is hereby made a part of this ordinance, and said territory shall be a part of Section 6 of the Zoning map of the City of Fort Wayne, Indiana.

(1) That the territory bounded by Wayne Trace on the east; the first alley west of Wayne Trace on the west; Trentman Avenue on the north and Oxford Street on the south, be and the same is hereby established as, and declared to be a "C" District, and the same shall be a part of Section 6 of the Zoning Map of the City of Fort Wayne, Indiana.

(2) That the territory bounded by Wayne trace on the east; Turpie Street on the west; Manford Street on the south and McKee street on the north be and the same is hereby established as, and declared to be a "C" District.

Sixth: That the territory bounded by Miller Street on the south; Carlton Avenue on the north; Reitdorf Street on the west, and the first alley west of Brooklyn Avenue on the east, be and the same is hereby established as, and declared to be, a "B" District, and part of Section 4 of the Zoning Map.

(2) That the territory bounded by Brooklyn Avenue on the east; the first alley west of Brooklyn Avenue on the west; Miller Street on the south, and Carlton Avenue on the north, be and the same is hereby established as, and declared to be, a "C" District, and that the map of said Brooklyn Avenue territory hereto attached, and marked Plate No. 6, is hereby made a part of this ordinance, and said territory shall be a part of Section 4 of the Zoning Map of the City of Fort Wayne Indiana.

Seventh: That the territory bounded by McKinnie Avenue on the north; Pettit Avenue extended east on the south; Holton Avenue on the west and the first alley west of Anthony Boulevard, extended from McKinnie Avenue south to Pettit Avenue, on the east, be and the same is hereby established as, and declared to be an "A" District. Except that at the intersection of McKinnie Avenue and Winter Streets lots numbered 12, 13 and 14 in Kenwood Park Addition to the city of Fort Wayne, and the west 150 feet of the north 136 feet of Trimples Out Lot numbered one (No.1) be and the same is hereby established as, and declared to be a "C" District, and said territory shall be a part of Section 5 of the Zoning Map of the City of Fort Wayne, Indiana.

(a) That the territory bounded by Anthony Boulevard on the east; the first alley west of Anthony Boulevard extended south from McKinnie Avenue to Pettit Avenue on the west; McKinnie Avenue on the north, and Pettit Avenue extended east on the south, be and the same is hereby established as, and declared to be a "B" District; and that the map of the territory described in this Seventh Section, hereto attached and marked Plate No. 7, is hereby made a part of this ordinance, and said territory shall be a part of Section 5 of the Zoning Map of the City of Fort Wayne, Indiana.

Eighth: That the territory bounded by Pettit Avenue and Pettit Avenue produced west, on the north; Southern Street and Southern Street extended west on the south; Calhoun Street on the east, and Saint Mary's River and Broadway on the west, except so much thereof as is described in the following paragraphs numbered 1, 2, and 3 be and the same is hereby established as, and declared to be an "A" District, and that part of said territory lying south of Pettit Avenue and West of Calhoun Street and North of Southern Street and East of Stratford Road extending south to the river shall be a part of Section 5 of the Zoming Map of the City of Fort Wayne, I ndiana, and that part of said territory lying south of Pettit Avenue and West of Stratford Road extended south to the river and east and north of St. Mary's River shall be a part of Section 4 of the Zoning Map of the City of Fort Wayne, Indiana.

(1) That the territory bounded by South Wood Avenue on the west; the first alley east of South Wood Avenue on the east; Pettit Avenue on the north, and Roxbury Drive on the south be and the same is hereby established as, and declared to be, a "D" District, and said territory shall be a part of Section 4 of the Zoning Map of the City of Fort Wayne, Indiana.

(2) That the territory bounded by South Wood Avenue on the east; the first alley west of South Wood Avenue on the west; Pettit Avenue on the north, and the first alley south of Pettit Avenue on the south be and the same is hereby established as, and declared to be a "C" District, and said territory shall be a part of Section 4 of the Zoning Map of the City of Fort Wayne, Indiana.

(3) That the territory bounded by Stratford Road on the west; the first alley east of Stratford road on the east; Pettit Avenue on the

LOUIS C.LANGARD

(AYES 14- Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 26th day of July, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1683

M.L.Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 29th day of July, 1932.

Leonard E.Pranger, City Clerk.

Approved this 8th day of August, 1932.

Wm. J. Hosey, Mayor.

north, and the south line of Lot Number 10 Section G, South Wood Park Addition to the City of Fort Wayne, on the south, be and the same is hereby established as, and declared to be a "D" District; and that the map of the territory described in this Eighth division of this section, hereto attached and marked Plate No. 8, is hereby made a part of this ordinance, and said territory shall be a part of Section 4 of the Zoning Map of the City of Fort Wayne, Indiana.

Ninth: That the territory bounded by Lillie Street on the West; the first alley east of Lillie Street on the east; the first alley south of Rudisill boulevard on the north, and McKinnie Avenue on the south be and the same is hereby established as, and declared to be an "A" District, and the said territory shall be a part of Section 5 of the Zoning Map of the City of Fort Wayne, Indiana.

(a) That the territory bounded by Rudisill Boulevard on the north; the first alley south of Rudisill Boulevard on the south Lillie Street on the West, and Anthony Boulevard on the east, be and the same is hereby established as and declared to be a "B" District, and said territory shall be a part of Section 5 of the Zoning Map of the City of Fort Wayne, Indiana.

(b) That the territory bounded by Anthony Boulevard on the east; the first alleys west of Anthony Boulevard on the west; the first alley south of Rudisill Boulevard on the north, and McKinnie Avenue on the south, be and the same is hereby established as, and declared to be, a "B" District.

(c) That the territory bounded by Anthony Boulevard on the West; and the first alley east of Anthony Boulevard, extended from Oxford Street south to McKinnie Avenue on the east; Rudisill Boulevard on the north, and McKinnie Avenue on the south, be and the same is hereby established as, and declared to be a "B" District.

(d) That the territory bounded by the first alley east of Anthony Boulevard, extended from Oxford Street south to McKinnie Avenue on the west; by a line that is 338 feet east of the east line of Anthony Boulevard on the east; Rudisill Boulevard on the north, and McKinnie Avenue on the south be and the same is hereby established as, and declared to be an "A" District; and that the map of the territory described in this Ninth division of this section hereto attached and marked Plate No. 9, is hereby made a part of this Ordinance, and this territory shall be a part of Section 5 of the Zoning Map of the City of Fort Wayne, Indiana.

Section 2. That this Ordinance shall be supplemental and amendatory to Ordinance 1436 known as the Zoning Ordinance of the City of Fort Wayne, Indiana, passed November 13, 1928. All provisions, requirements, restrictions, and penalties of said Ordinance 1436 shall be a part of this Ordinance and this Ordinance shall be a part of Ordinance 1436.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

(See Page 333a for Balance)

GENERAL ORDINANCE NO. 1684

An Ordinance ratifying and approving a certain contract and agreement made by and between the City of Fort Wayne, Indiana, a municipal corporation, and the Fuller Company of Catasaucua County of Lehigh, State of Pennsylvania, for the furnishing, erecting, testing and placing in operation for the said City a system of pneumatic chemical handling equipment.

WHEREAS on the 26 day of July, 1932, the City of Fort Wayne, Indiana, entered into a certain contract and agreement with the Fuller Company of the State of Pennsylvania for the furnishing, erecting, testing and placing in operation for the said City a system of pneumatic chemical handling equipment, which contract and agreement is in the following words and figures, to wit:

AGREEMENT

This memorandum of agreement, made this 26 day of July, 1932, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereinafter called the City, and Fuller Company of Catasauqua, County of Lehigh State of Pennsylvanie, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herin contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executros, administrators, and assigns as set forth in the following articles of agreement:

Article 1. Contractor's Obligation to Furnish, erect, test and place in operation chemical handling equipment.

It is agreed that the Contractor shall furnish, erect, test and place in operation for the City a system of pneumatic chemical handling equipment and that he shall furnish all materials, all equipment, tools and building appliances and all labor, power and transportation necessary therefor; and that all sahll be done in full accordance with and conformity to the plans and specifications therefor which are hereto attached and made a part of this agreement.

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually

agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and indidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City mat at its discretion furnish to the Contractor any materials or supplies of transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been prebiously ordered in writing, and unlwss such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time

It is agreed that the Contractor shall furnish working drawings within two weeks after the signing of the agreement, will bring the construction of the equipment to such state of completion within six weeks after the signing of the agreement that it may be finished and shipped within four weeks after subsequent notice to so ship, but that he will hold this equipment in storage, at his own expense, until authorized by the City to ship; and that he will complete erection and place the equipment in satisfactory operating condition within a period of six weeks following the date of shipment.

Article 4. Extension of Time

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City b ecause of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitleing the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty-five Dollars ($25.00) for each and every working day that the said Contractor shall be in default. Said sum of Twenty-five Dollars ($25.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sum the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract.

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article. 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assingment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charbe the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawing, 22" x 34" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Chemical Handling Equipment for Filtration and Pumping Station," prepared by H$_o$ad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1932. This original drawing may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also any be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to b e done.

For purposes of facility in handling in the office and on thejob, reduced facsimile reproductions of the plans have been prepared at one half th linear scale of the original drawings, In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications. or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence

over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following genreal stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

DEFINITION OF TERMS

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk", or "City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisory chargefor the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

ENGINEERING SUPERVISION

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

MEASUREMENT

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

PATENTS AND PATENT RIGHTS

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or

appliance used by him in this work.

PROTECTION AGAINST ACCIDENTS

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

PROTECTION FOR DAMAGE TO WORK

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period, resulting from caving earth and from storms, floods, forsts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

STORAGE OF MATERIALS

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

PERMITS AND REGULATIONS

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and s sufficient notice shall ne served upon those so affected.

EMPLOYMENT OF FORT WAYNE LABOR

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

WORKMEN'S COMPENSATION

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work, Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to inerefere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of on e contract shaould be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Guarantees.

It is agreed that all materials and workmanship furnished hereunder shall be first class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, the Whole or any part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose for which it is intended, as the result of any defect in design, material or workmanship.

The Contractor further guarantees that the chemical handling equipment shall have a capacity to convey at the specified rates and to deliver under the specified conditions quicklime as used as a water purification chemical and remove ashes. If it appears within thirty (30) days following the starting of the chemical handling equipment in steady operation that the quanantees of the Contractor are

such estimate is made up and certified, and upon its approval bythe Board of Public Works, the City will pay to the Contractor, on account, a sum equal to 80 per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after the equipment shall have been erected, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the interim; and provided further, that if within ninety days after the date of completion of delivery of equipment at Fort Wayne, it shall not have been erected and tested for any reason not due to the fault or neglect of the Contractor, the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety day period. The balance of the total amount due shall have been erected, tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The contractor shall file with the City a sworn statement that all claims for accounts due for labor, materials and equipment furnished for this work haven been paid in full, or he shall file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

Approved:

WM. J. HOSEY, Mayor

Approved as to Form and Execution

_____
City Attorney

Arthur J. Decker

CITY OF FORT WAYNE, INDIANA

By WM. J. HOSEY, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin

Attest:

Scott S. Snyder, Secretary

Fuller Co.
P. R. Hornbrook

343-b.

NOW THEREFORE, Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the contract made and entered into by and between the City of Fort Wayne, Indiana, and the Fuller Company of the State of Pennsylvania, on the 26 day of July, 1932, for the furnishing, erecting, testing, and placing in operation for the said City a system of pneumatic chemical handling equipment, and which contract is more fully set forthi in the preamble hereto, be and same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9 day of August, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1684

M. L. BURNS, President — LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 12 day of August, 1932

LEONARD E. PRANGER, City Clerk

Approved this 18 day of August, 1932

Wm. J. HOSEY, Mayor

not fulfilled by the equipment furnished, the Contractor shall be notified by the City in writing and an official test shall be carried out jointly by the City in writing and an official test shall be carried out join ly by the City and the Contractor, beginning not later than ten (10) days following the notice and continuing for not longer than thirty (30) days. During the test the Contractor shall have the right without cost to the City to make adjustments, changes or additions to the equipment. In case of a final failure of the equipment to fulfull the Contractor's guarantee, the City may retain the equipment as installed and make payment therefor at a reduced price to be determined by agreement, or the Contractor shall refund all payments on this account and remove all equipment from the premises without cost to the City.

Article 12. Contractor's Obligation to Pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that ney be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidencethereof be furnished to the City.

Article 13. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the Said Contractor, at the times and in the manner hereinafter stipulated, the contract sum of Twelve Thousand Eight Hundred Sixty and no/100 Dollars ($12,860.00) Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein, and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article, 5, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein, and diminished by such sums as the City may lawfully deduct and retain in compensation for the failure of the equipment to fulfill the guarantee made for it.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

Fifty per cent (50%) of the contract sum when the equipment and materials shall have been delivered at the site of the Three Rivers filtration and pumping station, Fort Wayne, Indiana, after authorized shipment.

Thirty per cent (30%) of the contract sum when the equipment shall have been erected and placed in satisfactory operating condition in the Three Rivers filtration and pumping station.

If the completion of delivery or erection of the equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered or erected. As soon as practicable after

See sheet #343a for balance #343b

GENERAL ORDINANCE No. 1685

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, and Omega Machine Company, Inc.

Whereas on the 23rd day of August, 1932, the City of Fort Wayne, entered into a contract with the Omega Machine Company, Inc., for the furnishing, erecting and placing in operation by the said Company for the City two-compartment lime storage bin and four chemical feeding machines, which contract and agreement is in the following words and figures, towit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this ___ day of August, 1932, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereafter called the City, and Omega Machine Company, Incorporated under laws of Missouri, Kansas City, County of Jackson, State of Missouri, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. Contractor's Obligation to Furnish, Erect, Test and Place in Operation Chemical Feeding Equipment.

It is agreed that the Contractor shall furnish, erect, test and place in operation for the City a two-compartment lime storage bin and four chemical feeding machines; two being quicklime feeding and hydrating machines and two being alum feeding machines; and that he shall furnish all materials, all equipment, tools and building appliances and all labor, power and transportation necessary therefor; and that all shall be done in full accordance with and conformity to the plans and specifications therefor which are hereto attached and made a part of this agreement.

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But

if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for Superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

Article 3. Time.

It is agreed that the Contractor shall furnish working drawings within four weeks after the signing of the agreement, will bring the construction of the equipment to such state of completion within six weeks after the signing of the agreement that it may be finished and shipped within four weeks after subsequent notice to so ship, but that he will hold this equipment in storage, at his own expense, until authorized by the City to ship; and that he will complete erection and place the equipment in satisfactory operating condition within a period of six weeks following the date of shipment.

Article 4. Extension of Time

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the owrk during the winter season on account of cold weather shall not be taken as entitling theContractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty-five Dollars ($25.00) for each and every working day that the said Contractor shall be in default. Said sum of Twenty-five Dollars ($25.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for nonperformance of this contract at the time stipulated herein and provided for.

Article 6. Assignment of Contract.

It is agreed that theContrator shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either leaglly or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fial to sup ly enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of siad cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for the purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or

employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and agoverned by the pland and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawing, 22" x 34" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Chemical Feeding Equipment for Filtration and Pumping Station," prepared by Hoad, Lecker, Shoecraft and Drury, consulting Engineers, and bearing date of May, 1932. This original drawing may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one half the linear scale of the original drawings. In the event that the reduces reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as sooperative. Any work called for in the

plans nd not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract and the same as if fully set forth in the specifications and exhibited on the plans,. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northere District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations.

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk" or"City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisiory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance ad the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have beenset by cautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspections of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be reqiured.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the plans and specifications may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe

facilities by which they may have convenient access to such parts of the work as may be required.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Patents and Patent Rights

The Contractor shall protect and save the City Harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

Protection for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period, resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloasing, transporting and storing of construction materials and equipment must be so carried out so as not interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Permist and Regulations

The Contractor shall secure and bear the cost of any permits or

licensed of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consume s due and sufficient notice shall be served upon those so affected.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, applainaces or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the samein the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Cleaning Up

Upon the completion of the ctual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the

Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and undergroung structures which may hve been damaged by him during the progress of the work,

Article 11. Guarantees

Is is agreed that all materials and workmanship furnished ereunder shall be first-class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, the whole or nay part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose for which it si intended, as the result of any defect in design, material or workmanship.

The Contractor further guarantees that the chemical feeding equipment shall have a capacity to proportion at the specified rates and to deliver under the specified conditions ordinary commercial water purification chemicals. The quicklime feeding and hydrating machines shall operate continuously without excessive heating and shall effect complete hydration of the quicklime and the delivery of milk of lime suspension of the desired concentration. If it appears within thirty (30) days following the starting of the chemical feeding equipment in steady operation that the guarantees of the Contractor are not fulfilled by the equipment furnished, the Contractor are not fulfilled by the equipment furnished, the Contractor shall be notified by the City in writing and an official test shall be carried out jointly by the City and the Contractor, beginning not later than ten (10) days following the notice and continuing for not longer than thirty (30) days. During the test the Contractor shall have the right without cost to the City to make adjustments, changes or additions to the equipment. In case of a final failure of the equipment to fulfill the Contractor's guarantee, the City may retain the equipment as installed and make payment therefor at a reduced price to be determined by agreement, or the Contractor shall refund all payments on this account and remove all equipment from the premises without cost to the City.

Article12. Contractor's Obligation to Pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be nor furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall

be fully discharged and the evidence thereof be furnished to the City.

Article 13. City's Obligation to Pay Contractor.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor, at the times and in the manner hereinafter stipulated, the contract sum of Seven Thousand Eight Hundred Sixty and no/100 Dollars ($7,860.00). Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein, and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein, and diminished by such sums as the City may lawfully deduct and retain in compensation for the failure of the equipment to fulfill the guarantee made for it.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

Fifty per cent (50%) of the contract sum when the equipment and materials shall have been delivered at the site of the Three Rivers filtration and pumping station, Fort Wayne, Indiana, after authorized shipment.

Thirty per cent (30%) of the contract sum when the equipment shall have been erected and placed in satisfactory operating conditon in the Three Rivers filtration and pumping station.

If the completion of delivery or erection of the equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered or erected. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to 80 per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, labor, materials or equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after the equipment shall have been erected, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the interim: and provided further, that if within ninety days after the date of completion of delivery of equipment at Fort Wayne, it shall hat have been erected and tested for any reason not due to the fault or neglect of the Contractor, the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety day period. The balance of the total amount due shall be retained by the City until the equipment shall have been erected,

tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The Contractor shall file with the City a sworn statement that all claims for accounts due for labor, mate ials and equipment furnished for this work have been paid in full, of he shall file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

Approved:

WM. J. HOSEY, Mayor

Approved as to form and execution:

WM. FREUCHTENICHT
City Attorney

CITY OF FORT WAYNE, INDIANA

By WM. J. HOSEY, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David E win

Attest:

Scott S. Snyder, Secretary

OMEGA MACHINE CO.

By E. E. Harper, President

Attest: L. E. Harper, Secretary

Section 1. Now therefore be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, and the Omega Machine Company, Inc., for the furnishing, erection, construction, and placing in operation of a two compartment lime storage bin and four chemical feeding machines by the said Company for the City of Fort Wayne, Indiana, and which contract is more fully set out in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and afger its passage and approval by the Mayor.

AUGUST WEISENBURGER (Ayes 15-Nays None)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of September, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1685

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of Sept., 1932

LEONARD E. PRANGER, City Clerk

Approved this 23 day of September, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1686

An Ordinance disannexing territory from the City of Fort Wayne, Allen County, Indiana.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the following described territory now forming a part of the City of Fort Wayne, Indiana, to-wit: Commencing at the intersection of the north right of way line of the Wabash Railroad and the center line of the Bueter Road; thence north along the center line of the Bueter Road to the center line of Maumee Avenue; thence westerly along the center line of Maumee Avenue to the west line of Clarksdale Addition to the north right of way line of the Wabash Railroad; thence east along the north right of way line of the Wabash Railroad to the center line of the Bueter Road, the place of beginning. The aforementioned described tract being known as Clarksdale Addition, Allen County, Indiana, be and the same is hereby disannexed from said City and thrown out of its corporate territory.

Section 2. This disannexation shall not relieve said territory from the payment of any municipal assessments heretofore assessed against said territory.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

J. J. PERREY (Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 13 day of September, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as GENERAL ORDINANCE NO. 1686

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of September, 1932

LEONARD E. PRANGER, City Clerk

Approved this 23 day of September, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1687

An Ordinance fixing the Tax Levy for City purposes for the year 1933

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that a levy of seventy-eight cents (78) upon each One Hundred Dollars of the assessed valuation of all property within the corporate limits of said City be, and the same is hereby made for the year, 1933, same to be divided as follows:

General Fund	$ .61
Sinking fund	.077
Police Pension	.01
Firemen's Pension	.01
River Impr. & Flood Prevention	.01
City Plan Commission	.0015
Art School	.0015
Aviation Commission	.01
Park--General Fund	.04
Park Play Ground	.01
TOTAL	$ .78

Section 2. That there shall be collected from each mael inhabitant liable according to law, a poll tax of Two Dollars ($2.00) during the said year, 1933.

Section 3. That all taxes shall be collected in semi-annual installments.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE
(Ayes 14-Nays 2)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 19 to 23 day of September, 1932, inclusive, by a majority vote of all members elect, did pass the ordidnance hereunto attached, and known as
GENERAL ORDINANCE NO. 1687

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 26 day of September, 1932

LEONARD E. PRANGER, City Clerk

Approved this 27 day of September, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1688

An Ordinance providing for the sale of two (2) 725 horse power boilers, each consisting of three (3) drums and 360 four inch by 18 ft. tubes complete with hedders.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Board of Public Works of the City of Fort Wayne be and hereby is authorized to sell two (2) 725 horse power boilers, each consisting of three (3) drums and 360 four inch by 18 ft. tubes, complete with hedders.

Section 2. The City Attorney is hereby ordered to have three (3) appraisers appointed by the Allen Circuit Court of Allen County, Indiana, and that said sale be for not less than the full appraised value and for cash.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JACOB HARTMAN

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27 day of September, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1688

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 30 day of Sept., 1932

LEONARD E. PRANGER, City Clerk

Approved this 7 day of October, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1689

An Ordinance amending General Ordinance No. 965, by adding thereto a new Section to be known and designated as Section 3-b.

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That General Ordinance No. 965be amended by adding thereto a new Section to be known and designated as Section 3-b, and which section shall read as follows: "3-b. In addition to the duties imposed upon each and every patrolman and police officer in the City of Fort Wayne, Indiana, set out in Section 3-a of this Ordinance, it shall be the duty of each and every patrolman and police officer if he finds any violation of this ordinance on any premises to immediately notify in writing any person, firm or corporation which is the owner, tenant, leasee or occupant of said premises in the City of Fort Wayne to comply with the provisions of this Ordinance within two days from the time of giving the notice (excluding the day on which notice is given). If not complied with, it shall be the duty of each and every policeman to arrest any such owner, tenant, leasee or occupant or file affidavit. That this Section shall be cumulative and shall not nullify any other provision of this Ordinance"

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

CHARLES LENZ(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27 day of September, 1932, by a majority vote of all members elect, did pass theordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1689

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 30 day of Sept., 1932

LEONARD E. PRANGER, City Clerk

Approved this 7 day of October, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1690

An Ordinance approving and ratifying a contract between the City of Fort Wayne, Indiana, by and through its Board of Public Work, and the Froelich and Emery Engineering Company, Toledo, Ohio, for the furnishing of engineering services.

WHEREAS, on the 14 day of April, 1931, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with the Froelich & Emery Engineering Company, Toledo, Ohio, for the furnishing of engineering services necessary for the erection and installation of a new boiler plant, and

WHEREAS, the City of Fort Wayne desires and intends to make certain alterations, additions and extensions of its Light and Power Works, for the purpose of better adapting said Light and Power Works to the present and future needs of the City and its Water Work System, which alterations, additions and extensions will require engineering services, in attition to those provided for in said contract of April, 14, 1931, and

WHEREAS, on the 26 day of July, 1932, the City of Fort Wayne, by and through its Board of Public Works, entered into an agreement with The Froelich & Emery Engineering Co., Toledo, Ohio, supplementing the contract of April 14, 1931, described above, for additional services to be performed by the Froelich & Emery Engineering Company, for the City of Fort Wayne, which contract is in the following words and figures, to-wit:

SUPPLEMENTARY AGREEMENT BY AND BETWEEN THE CITY OF FORT WAYEN, INDIANA, A MUNICIPAL CORPORATION, BY AND THROUGH ITS BOARD OF PUBLIC WORKS, PARTY OF THE FIRST PART, AND THR FROEHLICH & EMERY ENGINEERING COMPANY, OF TOLEDO, OHIO, A CORPORATION EXISTING AND DOING BUSINESS UNDER THE LAWS OF THE STATE OF OHIO, PARTY OF THE SECOND PART, SUPPLEMENTING A CONTRACT BETWEEN THE SAID PARTIES ENTERED INTO ON THE 14 DAY OF APRIL, 1931, PROVIDING FOR THE FURNISHING OF ENGINEERING SERVICES REQUIRED FOR THE COMPLETE INSTALLATION OF A NEW BOILER PLANT.

This agreement made and entered into this 26 day of July, 1932.

Whereas said contract of April 14, 1931, provides for the furnishing of engineering services necessary for the erection and installation of a complete boiler plant, all of the provisions of which contract are hereby referred to and made a part hereof, the same as if fully and completely herein written, and

Whereas it is necessary to make certain alterations, additions and extensions to the present City Light and Power Works and distribution system, to better adapt same to supply electric energy to the new water works filtration plant and pumping stations (including the upriver raw water pumping station) and the present loop system, direct from the main power plant bus, and

Whereas it is necessary to secure additional engineering ser-

vices of second party, in connection with such alterations, additions and extensions,

Now, Therefore, said contract of April 14, 1931, is hereby supplemented by the Following agreement, to-wit:

It is mutually agreed by and between the parties that said contract of April 14, 1931, shall be supplemented and extended to include engineering services for the preparation of plans and specifications and supervision during installation, for and of the following additional work: For the purchase and installation of materials and equipment required to better adapt the City Light and Power Works and distribution system to supply electric energy to the new water works filtration plant and pumping stations (including the upriver raw water pumping station) and thr present loop system, direct from the main power plant bus, and for the purchase and installation of materials and equipment required for the control thereof, and that this shall include the engineering services required in preparing plans and specifications for the complete purchase and installation of materials and electrical equipment for the construction and installation of manholes, ducts, cable, switchgear, cell structures, control devices, wiring, transformers, storage batteries, charging equipment, etc., for the requirements specified above, and that second party shall furnish and perform all such additional services as are necessary or required, in accordance with the terms and conditions set forth in said contract of April 14, 1931, for an additional sum of money equal to five (5) per cent of the total additional expenditures by the party of the first part in carrying out same, and party of the first part shall pay to party of second part such additional sum of money equal to five (5) per cent of such total expenditures, in accordance with the terms and conditions contained in said agreement of April 14, 1931.

It is further mutually agreed that all of the terms and conditions of said contract of April 14, 1931, so far as applicable, shall apply to this supplement and extension thereof, as fully as though expressly set forth herein.

This supplemental contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by theCommon Council of said City, and should the Common Council of the City fail to approve the same within ninety days after the date hereof, this supplemental contract shall become and be wholly void.

The parties hereto further agree that the terms and conditions of this supplemental contract are to be binding upon the parties and their successors and assigns.

In Witness Whereof, the City of Fort Wayne, Indiana, party of the first part, has caused to be hereunto affixed its corporate seal and

name by and through its Board of Public Works, and thr Froehlich & Emery Engineering Company, party of the second part, by and through its duly authorized officers, has hereunto caused to be affixed its corporate name and seal and the names of its officers on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By WM. J. HOSEY, Mayor
Board of Public Works:

John C. Trier
David Erwin
C. A. Ramsey

Attest:
Scott S. Snyder, Secretary

THE FROEHLICH & EMERY ENGRG. CO.
By F. H. Froehlich, President

Approved as to Form and Legality
By Wm. Freuchtenight

Now Therefore, be it ordained, by the Common Council of The City of Fort Wayne, Indiana:

Section 1. That the supplementary contract, heretofore entered into on the 26 day of July, 1932, by and between the City of Fort Wayne, by and through its Board of Public Works, and The Froelich & Emery Engineering Company, Toledo, Ohio, for certain additional engineering services, to be performed by the said The Froelich & Emery Engineering Co., Toledo, Ohio, for the said City of Fort Wayne in connection with the alterati ns, additions and extensions to its Light and Power Works, as more fully set forth in the preamble hereto, be and the same is hereby in all respects approved and ratified.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor

JACOB HARTMAN (Ayes 11-Nays 4)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 27 day of September, 1932 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1690

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 30 day of Sept., 1932

LEONARD E. PRANGER, City Clerk

Approved this 7 day of October, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE 1691

An Ordinance regulating the storing of furniture and household goods.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm or corporation engaged in the storing and keeping of furniture and other household goods or articles to take, have, receive, or store any furniture or household goods without first requiring the person who places, causes or intends to place any such furniture or other household goods or articles in storage to file an affidavit stating and setting forth the name and address of the legal owner, and the name and address of the holder of any lien, mortgage or other lien or encumbrance on such furniture or household goods and articles.

Section 2. Any such person, firm or corporation receiving, having, holding or storing any household articles or furniture shall within five days after the time of filing such affidavit notify the owner, mortgage or lien holder, or any other person who has any right, title, interest, lien or encumbrance on such furniture or household goods and articles, which notice shall set forth that such person engaged in storing and keeping furniture and other household goods and articles has in its possession furniture, household goods and articles and giving a general description of such articles.

Section 3. Any person, firm or corporation violating any of the provisions of this Ordinance, shall, upon conviction, be fined in any sum not less than Ten ($10.00) Dollars nor more than One Hundred ($100.00) Dollars.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

CHARLES LENZ (Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11 day of October, 1932, by a majority vote of all members elect, did pass the ordinance here unto attached, and known as GENERAL ORDINANCE NO. 1691

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 14 day of Oct, 1932

LEONARD E. PRANGER, City Clerk

Approved this 22 day of October, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1692

An Ordinance authorizing the Fort Wayne City Light and Power Works, owned and controlled by the City of Fort Wayne, Indiana, to assume and pay out of its earnings the Federal Tax on the production and consumption of light.

Be it ordained, by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the City of Fort Wayne, which owns and operates the Fort Wayne City Light and Power Works, is hereby authorized, ordered and directed to pay the Federal Tax on electric energy imposed by the Federal Revenue Act of 1932 out of the earnings of the Fort Wayne Electric Light Plant, and that a sufficient amount for that purpose shall be set aside annually, in accordance with an Act of the General Assembly of the State of Indiana, approved August 17, 1932, being Chapter 64 of the Acts of the Special Session of 1932.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Regular meeting, held on the 11 day of October, 1932 by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1692

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 14 day of October, 1932

LEONARD E. PRANGER, City Clerk

Approved this 22 day of October, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE 1693

An Ordinance making it unlawful to paste, or cause to be put or placed on any building, structure and vehicle, or place or cause to be placed or put between windshield and windshield wiper any handbill, circular, book or any advertising matter, excepting violation or warning notices given by the Police Department for the violation of any law or ordinance, and providing penalties for the violation thereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm or corporation to paste or cause to be nailed or tacked on any building, structure and vehicle, or place or cause to be placed or put between windshield and windshield wiper any handbill, circular, book or any advertising matter, unless consented to by the owner. Provided, however, this ordinance shall not apply to violation or warning notices given by the Police Department for the violation of any law or ordinance.

Section 3. That General Ordinance No. 1672 is hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

CHAS. LENZ
(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 11 day of October, 1932, by a jamority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1693

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 14 day of October, 1932

LEONARD E. PRANGER, City Clerk

Approved this _____day of_____, 1932

Not approved WM. J. HOSEY, Mayor

MAYOR'S COMMUNICATION

General Ordinance No. 1693 passed at your regular meeting, October 11, 1932, was not approved by me for the following reasons:

1. This ordinance (No. 1693) provides no penalty for its violation and hence is worthless.

2. It repeats General Ordinance No. 1672 which does provide a penalty and which is similar in some respects to No. 1693.

This leaves the situation as follows:

If the new ordinance No. 1693 in the absence of any enforcement clause or penalty is held valid then the repealing section (3) of the ordinance is also valid, which leaves the City powerless to penalize any of the offences named in either ordinance. If, however General Ordinance No. 1693 is held invalid for the reason it provides no enforcement clause, then the situation remains unchanged, the same as if General Ordinance No. 1693 had never been passed.

I do not believe that this was the intention of the Common Council, and hence would recommend that General Ordinance No. 1693 be recalled or properly amended, or a new ordinance be passed in its place.

Respectfully,

Wm. J. Hosey, Mayor

GENERAL ORDINANCE NO. 1694

An Ordinance ratifying and approving a certain contract and agreement made by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and John Dehner, Inc., of the City of Fort Wayne, Indiana, under Contract No. 15 of The Water Works Improvement for the Construction of raw water supply mains, and the furnishing of all labor, materials and construction equipment.

Whereas, on the 11 day of October, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with John Dehner, Inc., of the City of Fort Wayne, Indiana, for the construction of raw water supply mains, and the furnishing of all labor, materials, and construction equipment, which contract and agreement is in the following words and figures, to wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 4 day of October, 1932, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereinafter called the City, and John Dehner, Inc., of Fort Wayne, County of Allen, State of Indiana, party of the second part, hereinafter called the Contractor, under any by virtur of an act of the General Assembly of the State of Indiana, entieled "An Act Concerning Municipal Corporations," aproved May 6, 1905, and all acts amendatory thereof, and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following Articles of Agreement:

Article 1. Contractor's Obligation to Construct.

It is agreed that the Contractor shall build and construct for the said City the raw water supply main; and that he shall furnish all labor, materials and construction equipment for the furnishing, unloading from cars, transporting, distributing, trenching, laying and backfilling of the raw water supply line together with certain appurtenant structures and their fittings; and that all shall be done in full accordance with and conformity to the plans and specifications therefor which are hereto attached and made a part of this agreement.

The raw water supply main shall be built and constructed of 3/8-inch toncan iron plate pipe with welded longitudinal joints and with Dresser coupling field joints.

Article 2. Extra Work

It is agreed thatthe said Contractor shall do such incidental

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or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making upof the final estimate.

Article 3. Time

It is agreed that the said Contractor will begin work under this contract within ten days after the signing of the agreement, and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to full completion within four (4) months after ratification by Common Council, except as such time limit may be advanced in accordance with the provisions of Article 4 herein; the time of beginning, rate of progress and rate of completion being considered as essential elements

of the contract.

Article 4. Extension of Time.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storms or floods or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Joseph River not exceeding certain stages and a total duration of such stages as stated below.

Stage of St. Joseph River at State Blvd. bridge Elevation U.S.G.S. datum	Total Duration in days During Period from Date of Contract to Apr., 1933
750.0	2
749.0	4
748.0	6
747.0	8
746.0	10

shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages and Benefits.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of this contract which provides for the construction of an essential component of the city's new water supply system and without which the new water supply system cannot be operated to render the service for which it is intended. In the event that the said Contractor shall fail in due performance of the work to be performed under this contract, by and at the date mentioned and established in Article 3, or by some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the said city, as and for liquidated damages and not as a penalty, the sum of one hundred fifty dollars ($150.00) for each and every working day that the said Contractor shall overrun such time limit; and in the event that the said Contractor shall complete the entire work to be performed under this contract before the date mentioned and established in Article 3, but not before Marchl, 1933, and without any allowance for extensions of time beyond said date mentioned and established in Article 3, the said city shall pay unto the said Contractor, as and for liquidated benefits, but not as a bonus, the sum of One hundred Dollars ($100.00) for each and every working day that the work shall have been completed prior to the stipulated date of completion.

Said rates, in view of the difficulty of estimating the actual damages and benefits with exactness, are hereby expressly fixed, estimated, computed, determined and agreed upon as the damages or benefits which will accrue to the said city by reason of late or early completion. It is also understood and agreed between the parties to this contract that such liquidated damages and benefits shall be considered as being in lieu of the actual damages and benefits which may arise because of completion at some other date than the one herein stipulated. The city shall have the right to deduct and retain from any moneys in its hands otherwise due, or to become due, to the said Contractor the amount calculated upon the above basis to cover liquidated damages, and the city will make additional payment to the Contractor of the amount calculated upon the above basis to cover liquidated benefits.

Article 6. Assignment of Contract.

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of themoneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if eh should persistently or repeatedly fial to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fial to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish

the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract proce shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have beenfinally completed by the City, neigher the Contractor nor any of his agents or employees shall remove, or make any effort, dierectly or indirectly, to remove any of the above mentioned materials, tools, building applainces or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is furthere understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications.

It is agreed that the nature and extent of the wo k to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor whcih are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be build or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawings, 22" x 34" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Raw Water Supply Main," prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of August, 1932. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one half the linear scale of the original drawings. In the event that the reduced productions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations.

It is agreed that the City shall have the right to make alterations in the pland and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations hsall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three didinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk", or "City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the Term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

Engineering Supervision

The work covered by this contract will be executed under the Engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor

shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Contractor's Office

The Contractor shall establish and maintain an office on the site of the work, or at some point convenient thereto, during the continuance of this contract, and shall have in said office at all times during working hours a representative authorized to receive and execute any and all orders given by the Engineer and such orders when given to and recived by said representative shall be deemed to have been given to and received by the Contractor.

Copies of the plans and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for his accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period, resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatwoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good con-

dition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Responsibility for Adjoining Structures

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surface structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work, The Contractor shall bear the cost of repair or replacement of any such structures shall be repaired or replaced to the condition at the time of damage. Such repair or replacement shall be made by the Contractor or by the owner of structure as directed by the Engineer.

Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the Engineer to remove, from injury by workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by hisoperations Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Sanitary Regulations

The Contractor shall at all times provide for his employees an abundant and convenient supply of dringking water, taken from the City's water supply system or from some other safe and wholesome source, and shall

give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the men.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of toilets, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

Employment of Fort Wayne Labor.

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion on conflict of interest which may arise between this contract and other contractors or workmen of the City in regard to adjoingin work shall be determined and adjusted by the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any scurse

suitable, in the judgment of the Engineer, for the purpose intended, but the Contractor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. If such supply is taken from the mains of the city water distribution system the Contractor shall make arrangements and pay therefor in the manner prescribed by the water department regulations. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Cleaning Up

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to pay Bills

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor, materials or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

Article 12. City's Obligation to Pay Contractor

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor, at the times and in the manner hereinafter stipulated, the contract sum as determined by the following named unit prices:

Item 1. (1) For furnishing and laying 42-inch raw water supply main complete with all 42-inch special fittings except valves; pipe to be of Toncan iron plate with welded longitudinal joints and with Dresser coupling filed joints as manufactures by Alco Products, Inc., the unit price of Eight and 87/100 Dollars($8.87) per lineal foot of main.

Item 2.(a) For furnishing and installing 36-inch gate valves as manufactured by A. P. Smith Company, complete,

the unit price of Seven Hundred, Seventy-Seven and 50/100 Dollars ($777.50) per valve.

Item 3. For masonry gate valve access and blow-off manholes and appurtenances, complete, the unit price of Thirteen Hundred, Fifteen and 12/100 Dollars ($1315.12) per manhole

Item 4. For masonry access and blow-off manholes and appurtenances complete, the unit price of Four Hundred and 3/100 Dollars ($400.03) per manhole.

Item 5. For masonry access and air relief manholes and appurtenances, complete, the unit price of One Hundred, Eighty-Five and 00/100 Dollars ($185.00) per manhole.

Item 6. For masonry access, air relief and vacuum manholes and appurtenances, complete, the unit price of Three Hundred, Sixteen and 60/100 Dollars ($316.60) per man hole.

Item 7. For masonry access manholes, complete, the unit price of One Hundred, Fifty-Seven and 50/100 Dollars ($157.50) per manhole.

Item 8. (d) For concrete encasement and other special work at St. Joseph River Crossing, but not including 42-inch pipe and fittings with Toncan iron plate pipe with Dresser coupling field joints as manufactured by Alco Product, Inc., this work to be done with the rollers of the Hosey Dam on the Maumee River in their raised position, the lump sum of Five Thousand and 00¾100 Dollars ($5000.00)

Item 8. (a) For supports and other special work at ravine crossing, but not including 42-inch pipe and fittings with Toncan iron plate pipe with Dresser coupling field joints as manufactured by Also Products, Inc., the lump sum of Twenty-One Hundred, Nine and 97/100 Dollars ($2109.97)

Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and modified by such sums as may be determined and calculated as liquidated damages or benefits under the provisions of Article 5 and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materials, and it shall be sufficient if it

it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimade is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the 6ity may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of Article 2 of this agreement on the sae basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicalbe after the satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the work as a whole, and will make up a final estimate of the toatl amount due the Contractor under the terms of this agreement. Upon the Acceptance of the completed work by the Board of Public works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischar ed obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, aterials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above writ en.

CITY OF FORT WAYNE, INDIANA

By WM. J. HOSEY, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier

David Erwin

C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

Approved:

WM. J. HOSEY, Mayor

Approved as to form and execution:

Wm. Fruechtenicht, City Attorney

Witness:

L. D. M'Namee

John Dehner, Inc.

By John Dehner, Sec., Treas.

Now Therefore, be it ordained, by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and John Dehner, Ind., of the City of Fort Wayne, Indiana, under Contract No. 15 of the Water Works Improvement for the Construction of raw water supply mains, and the furnishing of all labor, materials and construction equipment, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified

approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 11-Nays 5)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, that the Common Council of the City of Fort Wayne, Indiana at a regular meeting, held on the 25 day of October, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached and known as

GENERAL ORDINANCE No. 1694

M. L. BURNS
President

LEONARD E. PRANGER
City Clerk

Presented to the Mayor for approval on the 28 day of October, 1932

LEONARD E. PRANGER
City Clerk

Approved this 3 day of November, 1932

WM. J. HOSEY
Mayor

GENERAL ORDINANCE No. 1695

An Ordinance ratifying and approving a certain contract made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Flimn and Dreffein Company of Chicago, Illinois, for the erection and furnishing of carbon dioxide and heating equipment under Contract No. 10 of the Fort Wayne Water Works Improvement.

WHEREAS on the 27th day of September, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract and agreement with Flimn and Dreffein Co., of Chicago, Ill,, for the erection and furnishing of carbon dioxide and heating equipment under Contract No. 10 of the Fort Wayne Water Works Improvement, which contract is in the following words and figures, to-wit:

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made this 27th day of September, 1932, by and between the CITY OF FORT WAYNE, Indiana, a municipal corporation, party of the first part, hereinafter called the City, and Flinn and Dreffein Co. of Chicago, County of Cook, State of Illinois, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved May 6, 1905, and all acts amendatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed, and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. CONTRACTOR'S OBLIGATION TO FURNISH, ERECT, TEST AND PLACE IN OPERATION THE CARBON DIOXIDE AND HEATING EQUIPEMTN.

It is agreed that the Contractor shall furnish, erect, test and place in operation for the said City, certain carbon dioxide and heating equipment and miscellaneous appurtenances, and that he shall furnish all materials, all equipment, tools and building appliances, and all labor, power and transportation necessary therefor; and that all shall be cone in full according with and conformity to the plans and specifications therefor which are attached hereto and made a part of this agreement, The description and trade numbers of these units are:

2 - F. & D. Coke Gas Producers.
2 - Gas Fired Bass Foundry & Machine Co. Boilers.
1 - F. & D. Combination Scrubber and Drier.
2 - Compressors, including driving motors.
1 - Receiver.
2 - Bass Steel Heating Boilers,
Together with appurtenant equipment as described in the attached specifications.

ARTICLE 2. EXTRA WORK.

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid for at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%). of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda ofthe materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for apyment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

ARTICLE 3. TIME.

It is agreed that the Contractor shall furnish working drawings within four weeks after the signing of the agreement, will bring the construction of the equipment to such state of completion within six weeks after the ratification by the Council of the agreement that it may be finished and shipped within four weeks after subsequent notice to so ship, but that he will hold this equip-

ment in storage, at his own expense, until authorized by the City to ship; and that he will complete erection and place the equipment in satisfactory operating condition within a period of six weeks following the date of shipment.

ARTICLE 4. EXTENSION OF TIME.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

ARTICLE 5. LIQUIDATED DAMAGES.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the contract, and in the event that said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advnaced under the provisions of Article 4, the said Contractor shall pay unto the said City as and for the liquidated damages and not as a penalty, the sum of Twenty-five Dollars ($25.00) for each and every working day that the said Contractor shall be in default. Said sum of Twenty-five Dollars ($25.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed, estimated, computed and determined and agreed upon as the damages which will be suffered by the said City by reason of such defaults. It is also understood and agreed by the parties of the contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

ARTICLE 6. ASSIGNMENT OF CONTRACT.

It is agreed that the Contractor shall not assign or transfer this

contract; or sublet any part of the work embraced in it, except with the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the pesponsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreemen, or his claim thereto, exfept with the written consent of the City.

ARTICLE 7. CITY'S RIGHT TO COMPLETE.

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he sould make a general assingment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the owrk, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any partthereof and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally com-

pleted by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

ARTICLE 8. PLANS AND SPECIFICATIONS.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordnace with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawing, 11" x 17" in overall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Chemical Handling Equipment for Filtration and Pumping Stateion, " prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and hearing date of August, 1932. This original drawing may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, reduced facsimile reproductions of the plans have been prepared at one half the linear scale of the original drawings. In the event that the reduced reporductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient, or be required to be furnished, by the

Contractor, subject to the approval of the Engineers. Taken altogether, these are the specifications, which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract, is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the plans. Where figures or definite dimensions are given on the plans or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in eithere specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

ARTICLE 9. ALTERATIONS.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exervise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 13 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of the United States District Court, Fort Wayne Division, Northern District of Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

ARTICLE 10. GENERAL STIPULATIONS.

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the

parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

DEFINITION OF TERMS

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenever the terms "Mayor", "Board of Public Works", "City Clerk" or "City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisory charger for the City of the work covered by this contract, or to his properly authorized representatives.

Whenever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives.

ENGINEERING SUPERVISION

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work, but the Contractor shall provide such labor and assistance as the Engineer may require in s setting the same. No wo k shall be undertaken until such stakes and marks sahll have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relive the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall

shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may pres ribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any prupose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

MEASUREMENT

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

PATENTS AND PATENT RIGHTS

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by hin in this work.

PROTECTION AGAINST ACCIDENTS

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees or workmen.

PROTECTION FOR DAMAGE TO WORK

The Contractor shall assume full responsibility for loss of damage to the work during the entire construction period, resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over the t City ingood condit on and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

STORAGE OF MATERIALS

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ, or with street drainage, fire hydrants or other public services. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

PERMITS AND REGULATIONS

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

EMPLOYMENT OF FORT WAYNE LABOR

In the employment of labor on this contract preference shall be given, whereever possible, to married tax-paying residents of the City of Fort Wayne.

WORKMEN'S COMPENSATION

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

DISORDERLY EMPLOYEES

Disorderly, intemperate or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work on both contracts shall continue at the same time,

and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movemdnt of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

CLEANING UP

Upon the completion of the actual work of construction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all supplus excavated material, debris and rubbish and all unused materials, togetner with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

ARTICLE 11. GUARANTEE.

It is agreed that all materials and workmanship furnished hereunder shall be first-class and free from defects, and that the Contractor will, upon notice and without delay, make good or repair, without expense to the City, the whole or any part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develope unfitness for the purpose for which it is intended, as the result of any defect in design material or workmanship.

The Contractor further guarantees that the carbon dioxide equipment shall have capacity to continuously produce, clean, cool to 70o F. and compress to 10 pounds per square inch gage a gaseous mixture of carbon dioxide content shall amount to 10,000 pounds per 24 hours; and that the carbon dioxide and heating equipment shall have capacity to continuously supply, at the rate of 2,750,000 B.t.u. per hour, low pressure steam adaptable to the plant steam heating system. If it appears within thirty (30) days following the starting ofthe carbon dioxide nd heating equipment in steady operation that the guarantees of the Contractor are not fulfilled by the equipment furnished, the Contractor shall be notified by the City in writing and an official test shall be carried out jointly by the City and the Contractor

beginning not later than ten (10) days following the notice and continuing for not longer than thirty (30) days. During the test the Contractor shall have the right to make adjustments, changes or additions to the equipment without cost to the City. In case of a final failure of the equipment to fulfill the Contractor's quarantees,the City may retain the equipment as installed and make payment therefor at a reduced price to be determined by agreement, or the Contractor shall refund all payments on this account and remove all equipment from the premises, without cost to the City.

ARTICLE 12. CONTRACTOR'S OBLIGATION TO PAY BILLS.

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained the cy City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

ARTICLE 13. CITY'S OBLIGATION TO PAY CONTRACTOR.

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this agreement, the said City shall pay to the said Contractor, at the times and in the manner hereinafter stipulated, the contract sum of EIGHTEEN THOUSAND SEVEN HUNDRED AND no/100 DOLLARS ($18,760.00). Such contract sum shall be increased by such sums for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein, and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of Article 5, and modified by such sums as may be determined by reason of any alterations which may have been made in the work under the provisions of Article 9 herein, and diminished by such sums as the City may lawfully deduct and retain in compensation for the failure of the equipment to fulfill the guarantee made for it.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

> Fifty per cent (50%) of the contract sum when the equipment and materials shall have been delivered at the site of the Three Rivers filtration and pumping station, Fort Wayne, Indiana, after authorized shipment.

Thirty per cent (30%) of the contract sum when the equipment shall have been erected and placed in satisfactory operating condition in the Three Ribers filtration and pumping station.

If the completion of delivery or erection of the equipment is delayed for any reason not due to the fault or neglect of the Contractor, the Engineer will make progress estimates, about once each month, of the amount and value of the equipment that has been delivered or erected. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to 80 per cent (80%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 12 herein.

The balance of the total amount due not less than thirty days after the equipment shall have been erected, tested and proved to fulfill the requirements of the contract in all respects, provided that no defects in any part of said equipment or its appurtenances shall have developed in the interim; and provided further, that if within ninety days after the date of completion of delivery of equipment at Fort Wayne, it shall not have been erected and tested for any reason not due to the fault or neglect of the Contfactor, the City shall pay to the Contractor ten per cent (10%) of the contract sum at the end of such ninety day period. The balance of the total amount due shall be retained by the City until the equipment shall have been erected, tested and proved to fulfill the requirements of the contract.

No progress estimate made or certified by the Engineer and no partial payment made to theContractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

The contractor shall file with the City a sworn statement that all claims for accounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

by WM. J. HOSEY, Mayor.

BOARD OF PUBLIC WORKS:

JOHN C. TRIER
DAVID ERWIN
C.A.RAMSEY

APPROVED:

WM. J. HOSEY, MAYOR.

ATTEST: SCOTT S. SNYDER, Secretary.

Approved as to form and execution:

WM. FRUECHTENICHT,
City Attorney

R. W. WICKES

FLINN & DREFFEIN CO.
per Thomas W. Stone,
Attorney in Fact.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

Section 1. That the foregoing contract and agreement, made and

entered into on the 27th day of September, 1932, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Flimn and Dreffein Co. of Chicago, Illinois, for the erection and furnishing of carbon dioxide and heating equipment under Contract No. 10 of the Fort Wayne Water Works Improvement, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

AUGUST WEISENBURGER

(Ayes 16 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM, AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of October, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1695

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 28 day of October, 1932

LEONARD E. PRANGER, City Clerk

Approved this 3 day of November, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1696

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Sussman Asbestos Company, of the County of Lucas, State of Ohio, for the furnishing of all labor, materials, apparatus and tools required for the insulation of piping, deaterating heater, water softener, filter, flash tank, air ducts, siftings hoppers, wind boxes, soot hoppers, air heaters, cinder traps with auxiliary storage hoppers, induced draft fans, flue gas ducts, and boiler water walls, for and in the boiler plant of the City Light and Power Works of the City of Fort Wayne, Indiana.

Whereas, on the 11 day of October, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Sussman Asbestos Company of the County of Lucas, State of Ohio, for the furnishing of all labor, materials, apparatus and tools required for the insulation of piping, deaterating heater, water softner, filter, flash tank, air ducts, siftings, hoppers, wind boxes, soot hoppers, air heaters, cindertraps with auxiliary storage hoppers, induced draft fans, flue gas ducts, and boiler water walls, for and in the boiler plant of the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 11 day of October, 1932, by and between Sussman Asbestos Company of the County of Lucas, State of Ohio, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Light and Power Works, on file in the office of the Board of Public Works, to-wit:

Division No. 3. The furnishing of all labor, materials, apparatus and tools required for the insulation of piping, deaerating heater, water softener, filter, flash tank, air ducts, siftings hoppers, wind boxes, soot hoppers, air heaters, cindertraps with auxiliary storage hoppers, induced draft fans, flue gas ducts, and boiler water walls, for and in the boiler plant of the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the Specifications for the Improvement of the

City Light and Power Works and the proposal of Sussman Asbestos Company, on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

Seventeen Thousand Eight Hundred Seventy-Two Dollars and No Cents ($17,872.00)

The party of the first part agrees to complete the construction of the first portion of the above work within 40 dalendar days after the equipment to be insulated is erected, and to complete the entire construction within 60 calendar days after all equipment is erected.

Payments are to be made in accordance with Paragraph 12, "Terms of Payment," of the specifications on file in the office of the Board of Public Works

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until itshall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for hirself, binds itself, its successors and assigns.

In witness whereof, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

THE CITY OF FORT WAYNE, INDIANA

By WM. J. HUSEY, Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

SUSSMAN ASBESTOS CO.

by Paul R. Sussman

Approved as to form and Legality:

by Wm. Freuchtenicht
City Attorney

Party of the First Part

Now therefore, be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract and agreement made and entered into by and betweeen the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Sussman Asbestos Company of the County of Lucas, State of Ohio, for the furnishing of all labor, materials, apparatus and tools required for the insulation of piping, deaterating heater, water softener, filter, flash tank, air ducts, siftings hoppers, wind boxes, soot hoppers, air heaters cindertraps with auxiliary sotrage

hoppers, induced draft fans, flue gas ducts, and boiler water walls, for and in the boiler plant of the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 12-Nays 4)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of October, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1696

M. L. BURNS President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 28 day of October, 1932

LEONARD E. PRANGER, City Clerk

Approved this 3 day of November, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1697

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Hipskind Plumbing and Heating Company of Fort Wayne, Indiana, for the furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the power plant of the City Light and Power Works of the City of Fort Wayne, Indiana.

Whereas, on the 11 day of October, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Hipskind Plumbing and Heating Company of Fort Wayne, Indiana, for the furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the power plant of the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 11 day of October, 1932, by and between Hipskind Heating & Plumbing Company, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Light and Power works, on file in the office of the Board of Public Works, to-wit:

Division No. 1. The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the boiler plant of the City Light and Power Works of the City of Fort Wayne, Indiana, all of which work, materials and apparatus are to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of the Hipskind Heating & Plumbing Co., on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

Thirty-Six Thousand Nine Hundred and Ninety Dollars and No Cents ($36,990.00)

The party of the first part agrees to complete the construction of the work for the auxiliary bay, and for the first boiler installed, within sixty calendar days after erection of the first boiler, and to complete the entire construction within sixty calendar days after the erection of the second and third boilers.

Payments are to be made in accordance with Paragraph 18, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties hereunto set our hands and seal, in triplicate, on the day and year first above written.

THE CITY OF FORT WAYNE, INDIANA

By WM. J. HOSEY Mayor

BOARD OF PBULIC WORKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

Approved as to form and Legality

By Wm. Freuchtenicht, City Attorney

Hipskind Heating & Plumbing Co.

By J. Henry Hipskind
Party of the First Part

Now therefore, be it ordained, by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Hipskind Plumbing and Heating Company of Fort Wayne, Indiana, for the furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of a complete system of steam, exhaust, water and oil piping for, in and about the power plant of the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is more fully set forthin the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of October, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1697

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 28 day of October, 1932

LEONARD E. PRANGER, City Clerk

Approved this 3 day of November, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1698

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Whitehead and Kales Company of the County of Wayne, State of Michigan, for the furnishing of all labor, materials, apparatus and tools necessary for the construction, delivery and erection of three complete forced draft hot ducts, three complete forced draft cold air ducts and twenty four (24) complete air sealing boxes, for and at the City Light and Power Works of the City of Fort Wayne, Indiana.

Whereas, on the 11 day of October, 1932, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into acertain contract and agreement with Whitehead and Kales Company of the County of Wayne, State of Michigan, for the furnishing of all labor, materials, apparatus and tools necessary for the construction, delivery and erection of three complete forced draft hot ducts, three complete forced draft cold air ducts and twenty four complete air sealing boxes, for and at the City Light and Power Works of the City of Fort Wayne, Indiana, which contract is in the following words and figures as follows, to wit:

CONTRACT

This agreement made and entered into this 11 day of October, 1932, by and between Whitehead and Kales Company, of the County of Wayne, State of Michigan, party of the first part, and the City of Fort Wayne, County of Allen, and State of Indiana, by and through its Board of Public Works, party of the second part.

Sitnesseth; That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of the Specifications for the Improvement of the City Lightand Power Works, on file in the office of the Board of Public Works, to-wit:

Division No. 2. The furnishing of all labor, materials, apparatus and tools necessary for the construction, delivery and erection of three (3) complete forced draft hot air ducts, three (3) complete forced draft cold air ducts, and twenty-four (24) complete air sealing boxes, for and at the City Lifht and Power works of the City of Fort Wayne, Ind., allof which work, materials and apparatus are to be in accordance with the Specifications for the Improvement of the City Light and Power Works and the proposal of Whitehead & Kales Company, on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in

consideration of the payment by the City of Fort Wayne as follows, to-wit:

Seven Thousand Four Hundred and Twenty-Five Dollars and No Cents ($7,425.00)

The party of the first part agrees to complete the construction of the work for the first boiler within forth (40) calendar days after the boiler and stoker have been erected, and to complete the entire construction within twenty (20) calendar days after the second and third boilers and stokers have been erected.

Payments are to be made in accordance with Paragraph 18, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

This contract, although executed on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of said City, and should the Common Council of the City fail to approve the same within ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stupulations of this contract, the undersigned, each for himself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

THE CITY OF FORT WAYNE, INDIANA

By WM. J. HOSEY Mayor

BOARD OF PUBLIC WORKS:

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

Whitehead & Kales Co.

Approved as to Form & Legality

L. J. Knapp

Wm. Freuchtenicht, City Attorney

Party of the First Part

Now Therefore, be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Whitehead and Kales Company of the County of Wayne, State of Michigan, for the furnishing of all labor, materials, apparatus and tools necessary for the construction, delivery and erection of three complete forced draft hot air ducts, three complete forced draft cold air ducts, ~~xxxxx~~ and twenty four complete air sealing boxes for and at the City of Fort Wayne Light and Power Works, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER (Ayes 15-Nays 1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 25 day of October, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1698

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 28 day of October, 1932

LEONARD E. PRANGER, CITY CLERK

Approved this 3 day of November, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1699

An Ordinance prohibiting endurance walks, known as walkathons, providing a penalty for the violation thereof, and providing a time when the same shall take effect, that the Controller of the City of Fort Wayne shall be authorized prior to the taking effect of this Ordinance to issue licenses and the fee is to be paid therefore.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, persons, assiciations, firm or corporation to manage, conduct or operate any endurance walk, known as a walkathon within the corporate limits of the City of Fort Wayne, Indiana; or for any person, persons, association, firm or corporation to knowingly lease or rent any room, hall, auditorium, or theater to any other person, persons, association, firm or corporation, to be used for the purpose of conducting an endurance walk, known as a walkathon in such room, hall, auditorium or theater; or for any person, persons, association, firm or corporation owning or having control of any room, hall, auditorium or theater to knowingly permit such room, hall, auditorium or theater to be used for the purpose of conducting an endurance walk, known as a walkathon therein.

Section 2. That for the purpose of this Ordinance any walk participated in by two (2) or more persons as an endurance contest for exhibition purposes at which an admission fee is charged and which is conducted formore than twelve (12) hours, is hereby declared to be an endurance walk or walkathon, regardless of whether or not there be regular rest periods for the participants during the continuance of such endurance walk or walkathon.

Section 3. Any person, persons, association, firm or corporation violating any of the provisions of this Ordinance shall, upon conviction, be fined in any sum not less than twenty-five ($25.00) Dollars nor more than Two Hundred ($200.00) Dollars, to which may be added imprisonment not exceeding one hundred eighty (180) days.

Section 4. This ordinance shall not take effect until January 1, 1933. That the Controller of the City of Fort Wayne until said time shall have the right, power and authority to license any such endurance contest and walkathon for which he shall be paid a license fee of Two Hundred Fifty ($250.00) Dollars. The duration of such walkathon shall not exceed one hundred twenty days.

This ordinance shall not effect any such endurance contest for which a license has been obtained.

CHARLES H. YOUNG

(Ayes 14-Nays 2)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 22 day of November, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1699

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 25 day of November, 1932

LEONARD E. PRANGER, City Clerk

Approved this 2 day of Decem er, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1700

An Ordinance inserting subdivision A in Section 23 of General Ordinance No. 1328.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That a subdivision A be inserted in section 23 of General Ordinance No. 1328, which subdivision shall read as follows:

(a) That before any person, firm or corporation shall erect, alter or repair any building or structure, excavate under or place, erect or locate any object or do work on or over any sidewalk, street, alley or other public ground or space, such person, firm or corporation shall first file with the Building Commissioners of the City of Fort Wayne, Indiana, a bond in the sum of Five Thousand (5,000.00) Dollars or a policy of insurance, containing provision that the insurer will hold the City harmless and indemnify it against any and all costs or losses which it may incur by the failure or neglect of the insured to keep proper barricades erected, maintain red lights at night or guard the public from injury and will save the City of Fort Wayne harmless and indemnify it against any loss or damage that may be incurred because of want of skill on the part of the insured, or that may be caused by any defective work and his failure in any manner to fulfill the conditions and stipulations required by said Ordinance 1328, and further that any such bonding on insurance company or insured will defend any and all actions for damages which may be brought against the City of Fort Wayne or in which the City of Fort Wayne may be joined, and that such Company or insured will agree to pay any and all damages and expenses incurred in the investigation and defending of any and all claims against the City of Fort Wayne caused by the action or work of the insured. Said bond or policy of insurance to be approved by the Building Commissioner, such bond to remain in force for a period of one year from date of issue and such policy of insurance shall be in full force and effect until company has duly an d properly notified in writing the Building Commissioner of the City of Fort Wayne, Indiana, that said policy is ineffective and that liability thereunder has ceased and until such notice is so given and received the said policy of insurance shall be in full force and effect irrespective of whether any premium has been paid or whether the same has been cancelled by said Company and notice given to the insured:

Provided, however, that whenever the applicant for a building permit is the owner and can and will show by affidavit that the erection, alteration and / or reppirs or other work contemplated to

be done will not necessitate the obstruction or use in any manner of any street, sidewalk, alley or other public space and that he will not use, obstruct or occupy the same and that the value of such construction will not exceed two hundred ($200.00) dollars, and that he will hold the City harmless and indemnify them said building Commissioner may issue a permit to such applicant, and a card distinguished in color from any other permit card, without the said applicant first filing the bond or policy of insurance as set out in this ordinance:

Section 1-A General Ordinance NO1351 shall be and hereby is repealed.

Section 2. This Ordinance shall be in full foree and effect from and after its passage and approval bythe Mayor.

CHAS. LENZ
(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of December, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1700

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 29 day of December, 1932

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1701

An Ordinance concerning public offenses.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. Any person found loitering about or in any public place, street, alley, hotel, depot, freight house, factory, commercial house, office or office building, pool room, or found wandering around the streets, either by day or night, without being able to give a satisfactory account of himself, or any person upon whom or in whose possession shall be found any device, instrument or thing used in the commission of burglary, larceny or other crime, or for picking locks or pockets, or any device, instrument or thing used in obtaining money under false pretneses; and any person who obtains his living by criminal means and practices or who is the companion and associate of criminals or other dissolute persons, and any person who deliberately and unnecessarily crowds or jostles passengers on, or about to board or leave street cars, railroads, or in railroad stations, for the purpose of committing theft, or in aiding others to commit theft, shall be deemed and held to be suspicious person and on conviction thereof shall be fined in any sum not exceeding One Hundred ($100.00) Dollars. To which may be added imprisonment at the discretion of the court, for the first offense, not to exceed Thirty (30) days, second offense, and subsequent offenses, not to exceed three (3) months.

Section 2. General Ordinance No. 1679, passed on June 14th, 1932, is hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

CHARLES LENZ

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of December, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1701

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 29 day of Dec., 1932

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1932.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1702

An Ordinance regulating the distribution of advertising matters and providing penalties for the violation thereof.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, form or corporation to paste or cause to be pasted, nailed or tacked on any building, structure or vehicle or place or cause to be placed or put between windshield and windshield wiper of any vehicle any hand-bill, circular, book or other advertising matter, unless consented to by the owner.

Section 2. Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction be fined in any sum not exceeding One Hundred ($100.00) Dollars.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Section 4. This Ordinance shall repeal any ordinances in conflict herewith.

CHAS. LENZ

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of December, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1702

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 29 day of December, 1932

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1703

An Ordinance fixing the salaries, compensation and wages of officers and employees of the City of Fort Wayne, Indiana, for the fiscal year of 1933.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the salaries, wages and compensation of officers and employees of the City of Fort Wayne, Indiana, shall be as follows, for the fiscal year of 1933, to wit:

DEPARTMENT OF FINANCE

Item					
6.	Salary	of	the	Two Clerks, $1,461.60 each	$2,923.20
6.	"	"	"	Cashier, Barrett Law Dept.	1,774.50
6.	"	"	"	Two Clerks, Barrett Law Dept. each $1,461.60	2,923.20
10.	"	"	"	Deputy City Clerk, 2nd	810.00
15.	"	"	"	Court Bailiff	1,548.00
26.	"	"	"	Free Employment Bureau, two clerks one $810.00, one at $540.00	1,350.00

DEPARTMENT OF PUBLIC WORKS

105.	"	"	"	Building Commissioner	2,249.40
105.	"	"	"	Salary of the Electrical Inspector	2,041.80
105.	"	"	"	Plumbing Inspector	2,041.80
105.	"	"	"	Heating Inspector	2,041.80
105.	"	"	"	Assistant Building Inspector	2,041.80
105.	"	"	"	Building Commissioner's Clerk	1,168.20
	"	"	"	Street Commissioner	2,200.50
108.	"	"	"	Assistant Street Commissioner	1,774.50
109.	"	"	"	Stenographer	1,068.00
109.	"	"	"	Bookkeeper	1,312.50
109.	"	"	"	Minute Clerk	1,068.00
130-A	"	"	"	Assistant City Engineer	1,992.00
131.	"	"	"	Junior Engineer	1,915.20
131.	"	"	"	1st Draftsman	1,548.00
131.	"	"	"	2nd Draftsman	1,312.50
131.	"	"	"	1st Chainman	1,692.90
131.	"	"	"	2nd Chainman	1,312.50
131.	"	"	"	1st Rodman	1,068.00
131.	"	"	"	2nd Rodman	1,068.00
131.	"	"	"	Clerk	1,751.00
141.	"	"	"	1st Day Janitor	1,168.20
141.	"	"	"	2nd Day Janitor	1,168.20
141.	"	"	"	Night Janitor	1,068.00
141.	"	"	"	Janitress	864.00
154.	"	"	"	Superintendent of Asphalt Plant	2,300.50

DEPARTMENT OF PUBLIC SAFETY

205.	"	"	"	Inspector of Weights and Measures	2,268.00
208.	"	"	"	Weighmaster	1,068.00
210.	"	"	"	Marketmaster	1,312.50
215.	"	"	"	Chief of Police Department	2,772.00
216.	"	"	"	Captain of Police Department	2,249.40
215.	"	"	"	Captain of Detectives	2,400.00
215.	"	"	"	Two Lieutenants, each $2,041.80	4,083.60
215.	"	"	"	Nine Detectives, each $1,864.80	16,783.20
215.	"	"	"	Eight Sergeants, each $1,774.50	14,196.00

Item				
215.	Salary of the		Traffic Sergeant	$ 1,825.20
215.	"	"	109 Patrolmen, each $1,680.00	183,120.00
215.	"	"	Garage Attendant	1,680.00
215.	"	"	Humane Officer	1,680.00
215.	"	"	Secretary to the Chief	1,312,50
225.	"	"	Traffic Clerk	1,068.00
240.	"	"	Superintendent of Signal Department	2,400.00
240.	"	"	Assistant Superintendent	1,992.00
240.	"	"	Four Lineman, each $1,864.80	7,459.20
240.	"	"	Electrician	1,864.80
240.	"	"	Three Operators, each $1,680.00	5,040.00
241.	"	"	One operator, radio	1,680.00
241.	"	"	Two operators, radio, each $1,560.00	3,120.00
250.	"	"	Chief of Fire Department	2,772.00
250.	"	"	Assistant Chief of Fire Department	2,400.00
250.	"	"	Two Battalion Chiefs, each $2,128.50	4,257.00
250.	"	"	Fire Prevention Captain	1,915.20
250.	"	"	22 Captains, each $1,774.50	39,039.00
250.	"	"	4 Lieutenants, each $1,708.50	6,834.00
250.	"	"	123 Firemen, each $1,680.00	206,640.00
250.	"	"	Two Firemen, each $1,548.00	3,096.00
250.	"	"	One Mechanic	2,164.80
250.	"	"	One Assistant Mechanic	1,992.00
			DEPARTMENT OF PUBLIC HEALTH	
301.	"	"	President of Board of Health	360.00
301.	"	"	Vice-President of Board of Health	135.00
302.	"	"	Assistant Secretary	1,312.50
304.	"	"	Bacteriologist	1,864.80
304.	"	"	Dairy and Meat Inspector	2,268.00
	"	"	Deputy Meat Inspector	1680.00
304.	"	"	Detective Sergeant	1,864.80
304.	"	"	Sergeant	1,774.50
304.	"	"	Five Sanitary Officers each $1,680.00	8,400.00
305.	"	"	Investigator	1,680.00
305.	"	"	Nurse	1,548.00
308.	"	"	Nurse	1,548.00
308.	"	"	Bookkeeper	270.00
308.	"	"	Three Physicians, each $900.00	2,700.00

Section 2. Be it further ordained by the Common Council of the City of Fort Wayne, Indiana, that should any firemen or policemen be appointed during the year 1933, the Board of Public Safety may fix his salary for said year at less than One Hundred Forty ($140.00) Dollars per month.

Section 2-A all salaries, compensation or wages herein of officers and employees of the City of Fort Wayne, Indiana, as fixed herein, shall be 1/12 for each calendar month and shall be on a monthly basis and payable as now provided.

Section 3. This Ordinance shall not repeal any ordinances now existing relating to salaries and wages of officers and employees but shall suspend such ordinances during the time that this Ordinance is in full force and effect. This ordinance shall expire by limitation on December 31, 1933.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

(Ayes 15-Nays none)

JACOB HARTMAN
FRANK A. WYSS
LOUIS C. LANGARD

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of December, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE No. 1703

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 29 day of December, 1932.

LEONARD E. PRANGER, City Clerk

Approved this 7 day of January, 1933

WILLIAM J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1704

An Ordinance to license and regulate the business of Transient Merchants and to provide penalties for the violation of this Ordinance.

BE IT ORDAINEDby the Common Council of the City of Fort Wayne, Indiana:

Section 1. The term, "Transient Merchants", within the meaning of this Ordinance shall mean any person, firm, association or corporation engaging in a retail or wholesale sale of goods, wares or merchandise in the City of Fort Wayne, Indiana, or and all persons, both principals and agents, who engage or conduct in this city, either in one locality or in traveling from place to place, for the purpose of selling goods, wares and merchandise for a period of one hundred twenty (120) days or less, and who for the purpose of carrying on such business shall have, use or occupy any building, vehicle, railway car, booth, store, shop, vacant lot or parking lot, tent, room in a hotel, rooming or boarding house, structure or other place for the exhibition or sale of such merchandise.

Such term shall not be construed to apply to any person selling goods, wares or merchandise or any description raised, produced or manufactured by the individual offering the same for sale as hereinafter provided, nor to persons handling vegetables, fruits or perishable farm products by an established merchant, refreshment stands, or having booths on or adjacent to the property owned or occupied by them, nor to any stand or stands on any fair-grounds, or to any peddlers or marketeers, or to the bona fide sale of goods, wares and merchandise by sample for future delivery by commercial travelers, jobbers, or selling agents, or to Sheriffs, Constables or other public officers selling goods, wares and merchandise according to law, nor to the temporary sale of goods, wares or merchandise where the proceeds of such sales are to be used exclusively for religious, charitable and benevolent purposes. The provisions of thei Ordinance shall not effect any regulations made or now existing concerning milk, buttermilk or cream.

The word, "Person", as used in this Ordinance shall include any firm, corporation or partnership, or two or more persons having a joint or common interest.

Section 2. It shall be unlawful for any Transient Merchant to do or transact any business in the sale of goods, wares or merchandise of any and every kind, make and description, without first obtaining a license therefore ashereinafter provided. Such Transient Merchant desiring to engage in, do and transact business in the City of Fort Wayne, Indiana, shall file a verified application for license

for that purpose with the City Controller of the City of Fort Wayne, Indiana, which application shall state his name, residence, building , vehicle, railway car, booth, store, shop, vacant lot or parking lot, tent, room in a hotel, rooming or boarding house, structure or other place in which he expects to do business and the make and character of the goods, wares and merchandise he intends to sell. Such Transient Merchant shall pay to the City Controller for such license the sum of Three Hundred ($300.00) Dollars, and on the filing of such application and the payment of the license fee as herein provided, the City Controller shall issue a license to do business as such at the place described in said application for a period of less than one hundred twenty (120) days. No license shall be good for more than one person, firm or corporation, and it shall not be transferable.

Section 3. Every person, firm and corporation engaging in a retail or wholesale sale of goods, wares or merchandise in the City of Fort Wayne, Indiana, in locations and places described in Section 1 of this Ordinance after the taking effect of this Ordinance, shall be presumed to be a Transient Merchant, and his place of business shall be presumed to be a temporary store or place of business. This presumption, however, may be overcome by furnishing proof satisfactory to the Controller of the City of Fort Wayne, Indiana, that such person, firm or corporation is not a Transient Merchant within the meaning of this Ordinance. The Controller of the City of Fort Wayne may require from each Transient Merchant a bond, either cash not exceeding Three Hundred ($300.00) Dollars, or surety bond or property bond. Such surety or property bond shall be in the sum of Five Hundred ($500.00) Dollars and signed by a reliable surety company, property bond to be signed by two resident free holders of Allen County, Indiana, owners of real estate in Allen County, Indiana, of at least Two Thousand ($2,000.00) Dollars over and above their indebtedness. In case such bond is furnished said bond shall be conditioned that principal and sureties will pay the license fee of Three Hundred ($300.00) Dollars if such person, firm or corporation remains or carries on business in the City of Fort Wayne less than one hundred twenty (120) days. The Controller of the City of Fort Wayne will refund the cash bond and also refund any license fee that may have been paid herein if such Transient Merchant remains in business longer than one hundred twnety (120) days.

Section 4. Any person, firm or corporation which has been ordered by the Controller of the City of Fort Wayne, Indiana, to pay license fee or furnish bond, as herein required, and who shall fail to comply with such notice and order, shall be guilty of a misdemeanor

and upon conviction thereof, shall be fined in any sum not exceeding Three Hundred ($300.00) Dollars, and each day that such person, firm or corporation engages in business shall be a separate offense.

Section 5. That Ordinance #1299, passed on the 22 day of June, 1926, is hereby repealed. However, Ordinance #1604, passed on the 12 day of May, 1931, shall not be repealed, but shall remain in full force and effect.

Section 6. This Ordinance shall be in full force and effect from and after its passge, approval by the Mayor and legal publication.

J. J. PERREY

(Ayes 15-Nays 1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 27 day of December, 1932, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1704

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 29 day of December, 1932.

LEONARD E. PRANGER, City Clerk

Approved this 31 day of December, 1932

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1705

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Fort Wayne Journal-Gazette of the City of Fort Wayne, Indiana.

WHEREAS on the 5 day of January, 1933, the City of Fort Wayne Indiana, by and through its Board of Public Works, made and entered into a certain contract and agreement with the Fort Wayne Journal Gazette of the City of Fort Wayne, Indiana, for the printing of the proceedings of the Common Council of said City by said Fort Wayne Journal Gazette, and the furnishing to said city of one hundred and twenty-five (125) copies of said Proceedings bound in pamphlet form, and the furnishing to said city of one hundred (100) copies of said Proceedings of the entire year bound together with an index for each of said copies, which contract and agreement is in the following words and figures, to wit:

CONTRACT AND BOND

THIS AGREEMENT, made and entered into this 5 day of January, 1933, by and between the Fort Wayne Journal-Gazette, party of the first part, and the City of Fort Wayne, Allen County, State of Indiana, by and through its Board of Public Works, party of the second part, WITNESSETH:

That the party of the first part covenants and agrees to print inthe Fort Wayne Journal-Gazette Proceedings of the Common Council of the City of Fort Wayne, Indiana, from January 1, 1933, until December 31, 1933, and to furnish the parties of the second part, One Hundred and Twenty-five (125) copies of the Proceedings of each Council Meeting bound in pamphlet form, and to furnish and complete, upon the termination of this contract, on December 31, 1933, One Hundred (100) copies of the Proceedings of the entire year, bound together with an index for each of said copies. All of said One Hundred (100) copies to be bound with Buckram, and also twenty-five (25) copies to be bound in cloth.

The party of the first part expressly agrees to perform all the work and furnish all material, in accordance with the terms and conditions of the specifications on file in the office of the Department of Public Works of said City, and to the entire satisfaction of the Board of Public Works.

It is understood and agreed by the parties hereto that the specifications shall be and are hereby made a part of this contract as fully and effectually as if copied in full length.

The consideration to be paid by the City of Fort Wayne, Indiana, for printing and binding the Council Proceedings and for publishing the

same to the foregoing Fort Wayne Journal-Gazette, shall be at the rate of One Dollar ($1.00) per lineal inch, actual measurement, measured in the column as particularly set forth in said specifications, including the index which shall be measured as two (2) columns the same as any page of the proceedings, when the width of the entire page is used for said index, and that the price for publishing all ordinances and other publication required to be made by law, shall be One Dollar ($1.00) per inch, column width, to be measured as the same appear in said paper, plus One Hundred and Ten Dollars ($110.00) for printing and binding Fifty (50) additional copies in buckram or cloth.

It is further agreed by the parties hereto, that in case the first party fails to perform all the conditions required by this contract, to be performed by it, the parties of the second part shall have the right to take charge of said work and the same done and deduct thereof from any amount then due the party of the first part.

The party of the first part agrees that in the prosecution of said work all proper skill will be exercised and the party of the first part agrees to furnish a good and sufficient bond in the sum of Two Thousand ($2,000.00) Dollars apyable to the City of Fort Wayne, Indiana, for the faithful performance of all of the conditions of this contract.

It is hereby agreed that no assignment of this contract shall be made without the written consent of said parties of the second part.

In testimony thereof, the foregoing named parties hereunto set their hands and seals this 5 day of January, 1933.

JOURNAL-GAZETTE

By L. G. Ellingham, Pres.

Attest:

SCOTT S. SNYDER

WM. J. HOSEY

Mayor

JOHN C. TRIER
DAVID ERWIN
C. A. RAMSEY

City of Fort Wayne, Ind.
Through its Board of Public Works
Party of the 2nd Part

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Fort Wayne Journal-Gazette, for the printing of the proceedings of the Common Council of the said City by said Fort Wayne Journal-Gazette, and thr furnishing to said City of one hundred (100) copies of said proceedings of the entire year bound together with an index for each of said copies, which contract and agreement is more fully set forthin the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passgge and approval by the Mayor.

ALBERT MORAN

The Ordinance was read the first time in full and on motion the Ordinance was read the second time and a motion to suspend the rules prevailed by the following vote:

Ayes 14-Nays none

The Ordinance was read the third time in full and on motion was now passed by the following vote:

Ayrs 14-Nays none

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, THAT THE COMMON COUNCIL of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10 day of January, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as

GENERAL ORDINANCE NO. 1705

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 13 day of January, 1933

LEONARD E. PRANGER, City Clerk

Approved this 21 day of January, 1933.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1706

An Ordinance for the regulation of traffic in the City of Fort Wayne, Indiana, by providing for thiryt (30) minute parking on Clinton Street between the north line of Berry Street and the right of way of the New York, Chicago and St. Louis Railroad.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any person, firm or corporation, driver or operator of any motor vehicle, to park such motor vehicle for a longer period of time than thirty (30) minutes in any one (1) hour between the hours of 7o'clock A. M. and 6 o'clock P. M., sundays and Holidays excepted.

Section 2. Any person, firm, corporation, driver or operator violating any of the provisions of this ordinance, shall upon conviction be fined in any sum not exceeding twenty-five ($25.00) Dollars.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

CHAS. LENZ

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10 day of January, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1706

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 13 day of January, 1933.

LEONARD E. PRANGER, City Clerk

Approved this 21 day of January, 1933.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE 1707

An Ordinance extending the time for renewal of plumbing licenses to March 15, 1933, for the year 1933 only.

WHEREAS on February 24, 1931, the Common Council of the City of Fort Wayne, Indiana, passed General Ordinance 1585, and

WHEREAS Sub-section B of Section 3 of said Ordinance provides as follows: "The annual renewal fee for such license shall be twenty-five ($25.00) Dollars, and any licensee failing to renew his license on or before January 15 shall automatically surrender his right to renewal and be subject to the initial fees the same as a new applicant, and shall also be required to take the examination unless the examining board decides that such applicant is competent without examination."

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the time for the renewal of licenses as provided in Sub-section B of Section 3 of General Ordinance 1585 be extended to March 15, 1933. That such extension of time shall be operative only for the year 1933, and shall not in any manner be construed as any extension of time for any subsequent time or year.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

JACOB HARTMAN

The Ordinance was read the first time in full and on motion the Ordinance was read the second tim e by its title and a motion to suspend the rules prevailed by the following vote: Ayes 15-Nays none.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes 15-Nays none.

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of Jan., 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1707

M. L. BURSN, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of Jan., 1933.

LEONARD E. PRANGER, City Clerk

Approved this 4 day of February, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1708

An Ordinance fixing the salary of the Captain of Police of the City of Fort Wayne, Indiana.

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Captain of Police of the City of Fort Wayne, Indiana, shall receive an annual salary of Twenty-four Hundred ($2400.00) Dollars, payable in monthly installments at the rate of Two Hundred ($200.00) Dollars per month.

Section 2. This Ordinance shall repeal Item 216 of General Ordinance No. 1703, passed by the Common Council on December 27, 1932.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

LOUIS SCHMOE

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of January, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1708

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of January, 1933.

LEONARD E. PRANGER, City Clerk

Approved this 4 day of February, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1709

An Ordinance prohibiting any operator of any vehicle from driving through any alley in the City of Fort Wayne, Indiana, unless required to do so to load or unload, or to use such alley for the traffic incident to the ordinaary uses of any premises abutting thereon.

Be it ordained by the Common Comncil of the City of Fort Wayne, Indiana:

Section 1. That it shall be unlawful for any operator of any vehicle to drive through any alley in the City of Fort Wayne, Indiana, unless required to do so to load or unload or to use such alley for traffic incident to the ordinary uses of any premises abutting thereon.

Section 2. Any operator of any vehicle, or any person, firm or corporation violating any of the provisions of this Ordinance, shall, upon conviction, be fined in any sum not exceeding One Hundred ($100.00) Dollars.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

GEORGE DINNEN

(Ayes 15-Nayn none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of January, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1709

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of January, 1933

LEONARD E. PRANGER, City Clerk

Approved this 4 day of February, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1710

An Ordinance authorizing the Board of Park Commissioners of the City of Fort Wayne, Indiana, to acquire certain items of real property and appropriating the sum of Sixteen Thousand ($16,000.00) Dollars to said Board for that purpose.

Whereas the Common Council of the City of Fort Wayne, Indiana, did in 1931, by General Ordinance No. 1610, issue bonds in the sum of Two Hundred Ten Thousand ($210,000.00) Dollars and appropriate the sum obtained from the sale thereof to the Board of Park Commissioners of the City of Fort Wayne, Indiana, for the purpose of acquiring certain specific tracts of real property and for the opening and establishing of park, parkway and a boulevard system along the West bank of the St. Joseph River from the North line of Baltes Avenue to the South line of State Boulevard and, also, along the East bank of said St. Joseph River from the South line of State Boulevard to the West line of St. Joseph Boulevard, and

Whereas said project has been completed as described in said Ordinance and there remains in said appropriation the sum of Sixteen Thousand ($16,000.00) Dollars which has not been used by said board, and

Whereas said project as completed does connect onto existing streets and thoroughfares in such manner that traffic hazards are established and the full value of said boulevards cannot be utilized, and

Whereas said Board of Park Commissioners is desirous of improving and finishing said project in such a manner that said traffic hazards will be eliminated and said boulevards can be utilized to the fullest extent, and in order for them so to finish and improve said project, it will be necessary for said Board of Park Commissioners to acquire, by purchase or condemnation, certain items of real property, and use for the purchase price or condemnation the sum remaining in said appropriation.

~~-Section-1.--That-the-Board-of-Park-Co~~

Therefore, be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Board of Park Commissioners of said City be and hereby is authorized to acquire, by purchase or condemnation, certain items of real property necessary for the completion of the project which is more particularly described in the preamble of General Ordinance No. 1610.

Section 2. That in order for said Board of Park Commissioners to procure said property, the sum of Sixteen Thousand ($16,000.00) Dollars, which remains of the money appropriated under said General Ordinance No. 1610, is hereby appropriated to said Board of Park Commissioners for the acquiring of certain items of real property by purchase or condemnation for the completion of said project.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BOARD OF PARK COMMISSIONERS
David N. Foster
Fred. B. Shoaff
Sam Wolf
Byron E. Hattersley

Louis C. Langard Ayes 14-Nays 1

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 24 day of January, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1710
M. L. BURSN, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 27 day of January, 1933

LEONARD E. PRANGER, City Clerk

Approved this 4 day of February, 1933.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE No. 1711

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the General Electric Company of the County of Schenectady, State of New York, and the City of Fort Wayne, Indiana, by and through its Board of Public Works,

WHEREAS on the 24th day of January, 1933, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the General Electric Company of the County of Schenectady, State of New York, for the furnishing of all work, materials and apparatus, tools, and labor necessary for the construction, delivery and erection of the work, materials, and apparatus as covered by Divisions No. 1, 2, 3, 4, 5, 6, 7, 8 and 10 of Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, which contract is in the following words and figures, to-wit:

CONTRACT

This agreement made and entered into this 24th day of January, 1933, by and between the GENERAL ELECTRIC COMPANY, of the County of Schenectady, State of New York, party of the first part, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection (as specified) of the work, materials and apparatus as covered by the following named divisions of Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, on file in the office of the Board of Public Works, to-wit:

Division No. 1 - The furnishing and delivery, f.o.b. Fort Wayne, Indiana, of a complete system of automatic combustion control equipment, together with the services of a competent supervising erector.

Combustion control equipment is to be electrically operated and is to include the steam flow-air flow readjusting feature, in accordance with contractor's Alternate Proposal "B" and Combination Bid "D".

Division No. 2 - The furnishing and delivery, f.o.b. Fort Wayne, Indiana, of boiler plant instruments and panels, together with the services of a competent supervising erector, in accordance with Contractor's Combination Bid"D".

Division No. 3 - The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of Item No. 1 - Switchboard, Item No. 2 - Cell Structure, and Item No. 3 - Wiring, complete.

Cell structure is to be of a type similar to that now installed.

Division No. 4 - The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of the pipe frame mounted, electrically operated, house service switch gear.

Potentioal transformer fuses, resistors and mountings are to be of the S. & C. type.

Division No. 5.- The furnishing of all labor, materials,

apparatus and tools required for the construction, delivery and erection of the cubicle type switchgear.

Potential transformer fuses, resistors and mountings are to be of the S. & C. type.

Division No. 6 - The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection four (4) power distribution cabinets.

Division No. 7 - The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of two (2) electrically operated, outdoor, oil circuit breakers.

Division No. 8 - The furnishing of all labor, materials, apparatus and tools required for the construction,delivery and erection of

Item No. 1 - Synchronous relay type, supervisory control system.
Item No. 2 - Automatic battery charging control panel, circuit breaker operating storage battery, and battery charging motor generator set.

Division No. 10 - The furnishing of all labor, materials, apparatus and tools requiredfor the construction, delivery and erection of outdoor galvanized steel substations and equipment,

all of which work, materials and apparatus is to be in accordance with the specifications for Improvement of the City Light, Power and Water Works and the proposal of the General Electric Company, and supplemented by the detailed equipment specifications of the General Election Company, all on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

EIGHTY SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS ($86,975.00).

Delivery of equipment and completion of the work is to be in accordance with the time specified in the proposals.

Payments are to be made in accordnace with Paragraph 18, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
by Wm. J. Hosey, Mayor
John C. Trier
David Erwin
C.A.Ramsey, Bd. of Public Works

Attest; Scott S. Snyder, Secretary.

GENERAL ELECTRIC COMPANY
W.J.Hanley, Com. Vice-President
Party of the First Part

Approved as to Form and Legality:
by Wm. Fruechtenicht

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between the General Electric Company of the County of Schenectady, State of New York, and the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the furnishing and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Divisions No. 1, 2, 3, 4, 5, 6, 7, 8 and 10 of the Specifications for Improvement of the City Light, Power and Water Works of the City of Fort Wayne, Indiana, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 14 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 7th day of February, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1711

M.L.Burns, President Leonard E.Pranger, City Clerk

Presented to the Mayor for approval on the 10th day of February 1933. Leonard E.Pranger, City Clerk

Approved this 16th day of February, 1933.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE No. 1712

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between Deel Electrical Engineering Company, Inc., of the County of Allen, State of Indiana, and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

WHEREAS on the 24th day of January, 1933, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Deel Electrical Engineering and Construction Company, Inc., of the County of Allen, State of Indiana, for the furnishing and apying for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 11 and 12 of the Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, which contract is in the following words and figures, to-wit:

CONTRACT

This agreement made and entered into this 24th day of January, 1933, by and between DEEL ELECTRICAL ENGINEERING AND CONSTRUCTION COMPANY, INC., of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named divisions of Specifications for Imrpovement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, on file in the office of the Board of Public Works, to-wit:

> Division No. 11 - The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of the following, three (3) non-climbable chain link fences:
>
> Item No. 1 - Fence for substation at Three Rivers Park Filtration Plant.
> Item No. 2. -Fence for substation at Upriver Raw Water Pumping Station.
> Item No. 3 - Fence for house service transforming substation at generating station.
>
> Division No. 12 - The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of an underground duct, manhole and cable system, as covered by Division No. 12 - Bid "A".
>
> The party of the second part reserves the right to specify, at a later date, the make and type of lead sheathed cables, unit package coble jointing materials, and cable terminals, and the party of the first part agrees to furnish and install lead sheathed cables, unit package cable jointing materials and cable terminals, in accordnace with written instructions of the party of the second part by and through its Board of Public Works,

all of which work, material and apparatus is to be in accordance with the specifications for Improvement of the City Light, Power and Water Works and the proposal of Deel Electrical Engineering and Construction Company, Inc., all on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full lenth, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

THIRTY SIX THOUSAND NINE HUNDRED FORTY DOLLARS AND NO CENTS ($36,940.00).

Delivery of equipment and completion of the work is to be in accordance with the time specified in the proposals.

Payments are to be made in accordance with Paragraph 18, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORTWAYNE, INDIANA

by Wm.J. Honsey, Mayor.

Attest;

Scott S. Snyder, Secretary

John C. Trier

David Erwin

C.A.Ramsey, Board of Public Works

DEEL ELECTRICAL ENGINEERING & CONSTRUCTION COMPANY, INC.

by Robert E. Deel, President

Party of the First Par.

Approved as to Form and Legality

by Wm. Fruechtenicht.

BE IT ORDAINED by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Deel Electrical Engineering and Construction Company, Incl, of the City of Fort Wayne, County of Allen, State of Indiana, for the furnishing of all work materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Divisions No. 11 and 12 of the Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 14 - Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 7th day of February, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE No. 1712

M.L. Burns, President Leonard E.Pranger, City Clerk.

Presented to the Mayor for approval on the 10th day of February, 1933. Leonard E.Pranger, City Clerk.

Approved this 16th day of February, 1933.

Wm. J. Hosey, Mayor.

GENERAL ORDINANCE NO. 1713

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between Hatzel and Buehler, Inc., of the County of New York, State of New York, and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

WHEREAS on the 24 day of January, 1933, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Hatzel & Buehler, Inc., of the County of New York, State of New York, for the furnishing and paying for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 13 of the Specifications for Improvement of the City Light, Power and Water Works of the City of Fort Wayne, Indiana, which contract and agreement is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 24 day of January, 1933, by and between Hatzel & Buehler, Inc., of the County of New York, State of New York, party of the first part, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, on file in the office of the Board of Public Works, to-wit:

Division No. 13.

The furnishing of all labor, materials, apparatus and tools required for the installation of certain electrical circuits, as follows:

Item "A" 13,800 Volt Circuits.
Item "B" 2300 Volt Circuits.
Item "C" 440 Volt Circuits.
Item "D" Exciter and Field Circuits.
Item "E" Operating Circuits
Item "F" Control and Metering Circuits.
Item "G" Grounding

The party of the second part reserved the right to specify, at a later date, the make and type of insulated conductors, jointing materials, and cable terminals, and the party of the first part agrees to furnish and install insulated conductors, jointing materials, and cable terminals, in accordance with written instructions of the party of the second part, by and through its Board of Public Works, all of which work, material and apparatus is to be in accordance with the

specifications for Improvement of the City Light, Power and Water Works and the proposal of Hatzel & Buehler, Inc., all on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:
Twenty Two Thousand Five Hundred Twenty One Dollars and no cents ($22,521.00)

Delivery of equipment and completion of the work is to be in accordance with the time specified in the proposals.

Payments are to be made in accordance with Paragraph 18, "Terms of Payment," of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

Attest:

Scott S. Snyder
Secretary

John C. Trier
David E. Win
C. A. Ramsey
Board of Public Works

Approved as to Form and Legality

By Wm. Fruechtenicht

Hatzel & Buehler, Inc.

R. A. Goeller, V.P.
Party of the First Part

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the Foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Hatzel & Buehler, Inc., of the County of New York, Stateof New York, for the furnishing and paying for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as convered by Division No. 13 of the Specifications for Improvement of the City Light and Power and Water Works of the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER
(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a Special meeting, held on the 7 day of February, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1713

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 10 day of February, 1933

LEONARD E. PRANGER, City Clerk

Approved this 16 day of February , 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1714

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the Henry Electric Company, of the County of Allen, State of Indiana, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works.

Whereas on the 24 day of January, 1933, the City of Fort Wayne, Indiana, by and through its Board of Public Works entered into a certain contract and agreement with the Henry Electric Company for the furnishing and paying for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 14 of the Specifications for Improvement of the City Light, Power and Water Works of the City of Fort Wayne, Indiana, which contract is in the following words and figures, to-wit:

CONTRACT

This agreement made and entered into this 24 day of January, 1933, by and between the Henry Electric Company, of the County of Allen, State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, and the State of Ind ana, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by the following named division of Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, on file in the office of the Board of Public Works, to wit:

Division No. 14. The furnishing of all labor, materials, apparatus and tools required for the installation of a complete electric lighting system for the new boiler plant building of the City Light and Power Works.

The party of the second part reserved the right to specify, at a later date, the make and type of insulated conductors, and the party of the first part agrees to furnish and install insulated conductors in accordance with written instructions of the party of the second part by and through its Board of Public Works, all of which work, material and apparatus is to be in accordance with the specifications for Improvement of the City Light, Power and Water Works and the proposal of the Henry Electric Company, all on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract

as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to wit:

Four Thousand Five Hundred Forty-seven Dollars and no cents ($4,547.00)

The completion of the work is to be in accordance with the time specified in the proposal.

Payments are to be made in accordance with Paragraph 18, "Terms of Payment", of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

In Witness Whereof, we, the foregoing named parties, hereunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By Wm. J. Hosey, Mayor

Attest
Scott S. Snyder
Secretary

BOARD OF PUBLIC WORKS

John C. Trier
David E win
C. A. Ramsey

Approved as to Form and Legality
By Wm. Fruechtenicht

HENRY ELECTRIC CO.
Chas. M. Henry
Party of the First Part

Be it Ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between the Henry Electric Company and the City of Fort Wayne, Indiana, by and through its Board of Public Works, on the 24 day of January, 1933, for the furnishing and paying for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 14 of the Specifications for Improvement of the City Light, Power and Water Works of the City of Fort Wayne, Indiana, which contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 14-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK ANDPAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a special meeting, held on the 7 day of February, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1714

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 10 day of February, 1933.

LEONARD E. PRANGER, City Clerk

Approved this 16 day of February, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1715

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the General Electric Company of the County of Schenectady, State of New York, on the 7 day of February, 1933.

WHEREAS the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with the General Electric Company of the County of materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 9 of the Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, which contract and agreement is in the following words and figures, to wit:

CONTRACT

This agreement made and entered into this 7 day of February, 1933, by and between the General Electric Compnay, of the County of Schenectady, State of New York, party of the first part, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part covenants and agrees to furnish and pay for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection (as specified) of the work, materials and apparatus as covered by the following named division of Specifications for Improvement of the City Light, Power and Water Works, City of Fort Wayne, Indiana, on file in the office of the Board of Public Works, to wit:

Division No. 9 The furnishing of all labor, materials, apparatus and tools required for the construction, delivery and erection of the following oil insulated, self cooled transformers:

Item No. 1 Three 1875 K.V.A., 3 phase, 60 cycle transformers.

Item No. 2 Three 100 K.V.A., single phase, 60 cycle transforemers.

Item No. 3 Two 450 KVA, 3 phase, 60 cycle transformers,

all of which work, material and apparatus is to be in accordance with the specifications cfor Improvement of the City Light, Power and Water Works and the proposal of the General Electric Company, and supplemented by the detailed equipment specifications of the General Electric Company, all on file in the office of the Board of Public Works, all of which specifications and proposal are made a part of this contract as fully and effectually as if copied herein at full length, for and in consideration of the payment by the City of Fort Wayne as follows, to-wit:

Twenty Thousand Three Hundred Seventy Seven Dollars and no cents ($20,377.00)

Deli very of equipment and completion of the work is to be in accordance with the time specified in the proposals.

Payments are to be made in accordance with Paragraph 18, "Terms of Payment" of the specifications on file in the office of the Board of Public Works.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we, the foregoing named parties, heretunto set our hands and seal, in triplicate, on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Wm. J. Hosey, Mayor

BOARD OF PUBLIC WORKS

John C. Trier
David Erwin
C. A. Ramsey

Attest:

Scott S. Snyder, Secretary

Approved as to form and legality

By Wm. Fruechtenicht

GENERAL ELECTRIC CO.

W. J. Hanley--V.P.

Party of the first part
Commercial Vice-President

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana: That the above and foregoing contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the General Electric Company of the County of Schenectady, State of New York, on the 7 day of February, 1933, for the furnishing and paying for all work, materials and apparatus, tools and labor necessary for the construction, delivery and erection of the work, materials and apparatus as covered by Division No. 9 of the Specifications for Improvement of the City Light, Power and Water Works of the City of Fort Wayne, Indiana, which contract and agreement is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG

(Ayes 16-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW.

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28 day of Februar. , 1933, by a majority vote of all members elect, did pass the ordinance hereunto at ached, and known as GENERAL ORDINANCE NO. 1715

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 2 day of March, 1933.

LEONARD E. PRANGER, City Clerk

Approved this 10 day of March, 1933.

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1716

An Ordinance extending the time for renewal of plumbing licensed to April 15, 1933, for the year 1933 only.

Whereas on the 24 day of February, 1931, the Common Council of the City of Fort Wayne, Indiana, passed General Ordinance 1585, and

Whereas Sub-section B of Section 3 of said Ordinance provides as follows: "That annual renewal fee for such license shall be twenty-five ($25.00) dollars, and any licensee failing to renew his license on or before January 15 shall automatically surrender his right to renewal and be subject to the initial fees the same as a new applicant, and shall also be required to take the examination unless the examining board declare that such applicant is competent without examination."

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the time for the renewal of licenses as provided in Sub-section B of Section 3 of General Ordinance 1585 be extended to April 15, 1933, That such extension of time shall be operative only for the year 1933, and shall not in any manner be construed as any extension of time for any subsequent time or year.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

EDWIN C. LINDENBERG

The Ordinance was read the first time in full and on motion the Ordinance was read the second time by its title and a motion to suspend the rules prevailed by the following vote:

Ayes 15-Nays none

The Ordinance was read the third time in full and on motion was now passed by the following vote:

Ayes 15-Nays none

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of March, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1716

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of March, 1933.

LEONARD E. PRANGER, City Clerk

Approved this 25 day of March, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1717

An Ordinance appropriating the sum of One Hundred Fifty ($150.00) Dollars to Item 218 of the Budget for maintenance of the Police Station Annex.

Be It Ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the sum of One Hundred Fifty ($150.00) Dollars be and the same is hereby appropriated to Item 218 of the Budget for amintenance of the Police Station Annex and for the housing of city men and itinerants whom the Police pick up during day or nite.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

LOUIS SCHMOE

(Ayes 15-Nays none)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

We Hereby Certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of March, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as
GENERAL ORDINANCE NO. 1717

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of March, 1933.

LEONARD E. PRANGER, City Clerk

Approved this 25 day of March, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE No. 1718

An Ordinance ratifying and approving a certain contract and agreement made and entered into by and between the City of Fort Wayne, Indiana, by and between the Board of Public Works, and Charles R. Wermuth & Son, of the County of Oakland, State of Michigan, and the City of Birmingham, covering Contract No. 14, for the construction of the Anthony Boulevard Dam and Pumping Station, in connection with the Water Works Improvement.

Whereas on the 28 day of February, 1933, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a certain contract and agreement with Charles R. Wermuth and Son of the County of Oakland, State of Michigan, and the City of Birmingham, covering Contract No. 14 for the construction of the Anthony Boulevard Dam and Pumping Station, in connection with the Water Works Improvement, which contract is in the following words and figures, to wit:

AGREEMENT

This memorandum of agreement, made this 28 day of February, 1933, by and between the City of Fort Wayne, Indiana, a municipal corporation, party of the first part, hereinafter called the City and Charles R. Wermuth & Son, Incl, of Birmingham, County of Oakland, State of Indiana, party of the second part, hereinafter called the Contractor, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporation," approved May 6, 1905, and all acts mandatory thereof and supplementary thereto, WITNESSETH:

That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself, and the party of the second part for itself and its heirs, executors, administrators, and assigns as set forth in the following ARTICLES OF AGREEMENT:

Article 1. Contractor's Obligation to do Work.

It is agreed that the Contractor shall build and construct the Anthony Boulevard dam pumping station for the said City and that he shall furnish all materials, all equipment, tools and building appliances and all labor, power and transportation necessary therefor; and that all shall be done in full accordance with and conformity to the plans and specifications therefor which are hereto attached and made a part of this agreement.

It is further agreed that the work shall be done using the following named materials and products offered as base proposal or alternates in the proposal:

2b. Concrete reinforcement bars are to be of rerolled axle steel in lieu of new billet steel bars,

5b. All glazed tile block facing is omitted from all of the interior walls of the pump building and plaster substituted therefor except that the qalls of the screen room and shop will be common brick painted.

Article 2. Extra Work

It is agreed that the said Contractor shall do such incidental or extra work in connection with this contract as the said City may especially order in writing. Such extra work may be paid fo at prices mutually agreed upon at the time by the said City and the Contractor. But if such extra work, or any part thereof, be of a kind for which no price has been mutually agreed upon in advance, then the said City will pay, and the Contractor shall accept, as full compensation for such work an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen (15%) of such net cost for superintendence, power, the use of tools and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen per cent, the Contractor shall furnish to the said City at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of the work performed by such workmen, and his rate of pay; together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid thereofr.

The said City may at its discretion furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unlwss such claim has been pre - sented for payment as soon as practicable after the completion of

such extra work and before the making upof the final estimate.

Article 3. Time.

It is agreed that the said Contractor will begin work under this contract within tendays after the ratification of the agreement by the Common Council, and that he will prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the pumping station, the intake, the pipe connections to the raw water sypply main and all appurtenant piping and equipment necessary for the operation of the raw water pumps to completion within four months after the ratification of the agreement by the Common Council except that structural work and pipe connections shall be brought to such state of completion within three months after the ratification of the agreement by the Common Council that the raw water pumps can be erected under separate contract within one month thereafter; and as will bring the entire work to completion within seven months after the ratification of the agreement by the Common Council, except as such time limits may be advanced in accordance with the provisions of Article 4; the time of beginning, the rate of progress and the dates of completion being considered as essential elements of the contract.

Article 4. Extension of Time.

It is agreed that if the Contractor shall be unavoidable delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by the stopping of the work by the said City because of any emergency or public necessity, or by reason of extra work ordered by the said City, or by any act, neglect, delay, or default on the part of the said City, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. The closing down of the work during the winter season on account of cold weather or the interference with work by flood stages in the St. Joseph River shall not be taken as entitling the Contractor to any extension of time within the meaning of this article.

Article 5. Liquidated Damages and Benefits.

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of this contract which provides for the construction of an essential component of theCity's new water supply system and without which the new water supply system cannot be operated to render the service for which it is intended.

In the event that the said Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof for which definite stipulations have been agreed to by at the dates mentioned and established in Article 3 or by some other certain dates subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the said Contractor shall pay unto the siad City, as and for liquidated damages and not as a penalty, the sum of one hundred fifty dollars ($150.00) for each and every working day that the said Contractor shall overrun such time limit. It is also understood and agreed between the parties to this contract that such liquidated damages shall be considered as being in lieu of the actual damages and benefits which may arise because of completion at some other date than the one herein stipulated. The city shall have the right to deduct and retain from any moneys in its hands otherwise due, or to become due, to the said Contractor the amount calculated upon the above basis to cover liquidated damages.

Article 6. Assignment of Contract.

It is agreed that the Contractor shall not assign or transfer this contract; or sublet any part of the work embraced in it, except w th the written consent of the City to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications and be subject to all the provisions of this agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this agreement, or his claim thereto, except with the written consent of the City.

Article 7. City's Right to Complete

It is agreed that if at any time the Contractor shall be adjudged a bankrupt, or if he should make a general assignment ofr the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should wilfully and repeatedly violate any of the substantial provisions of this agreement, then and in such

case the City, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause, and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and thereupon he shall at once discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall have the right to finish the work, or such part thereof, by contract or otherwise as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay to the City the amount of such excess.

It is expressly stipulated and agreed that from and after the order to discontinue work, and until such work shall have been finally completed by the City, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the City to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the City may have under this agreement.

Article 8. Plans and Specifications.

It is agreed that the nature and extent of the work to be done under this agreement shall be in accordance with and governed by the plans and specifications therefor which are on file in the office of the Board of Public Works, and of which copies are appended hereto and which ~~copies are appended he~~ form a part of this agreement.

The location of the structures and improvements which are to be built or made under this contract, and the character, form and dimensions of their various parts, are shown in an original set of drawings, 22 inches by 34 inches in orerall dimensions, entitled "City of Fort Wayne, Indiana, Water Works Improvements, Anthony Boulevard Dam and Pumping Station," prepared by Hoad, Decker, Shoecraft and Drury, Consulting Engineers, and bearing date of October, 1932. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineers, showing

parts of the work in greater detail or to a greater degree of elaboration. Additional drawings also may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the plans according to which the work of this contract is to be done.

For purposes of facility in handling in the office and on the job, the accompanying reduced facsimile reproductions of the plans have been prepared at one-half the linear scale of the original drawings. In the event that the reduced reproductions are found to be illegible or obscure in any respect references shall be made to blue prints of the original drawings.

The plans are supplemented and explained by a set of specifications, which are appended hereto, describing and defining the nature and quality of materials and the character of workmanship which are to enter into the work of this contract. Additional specifications in further explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor, subject to the approval of the Engineer. Taken altogether, these are the specifications which are referred to in Article 1 and elsewhere in this contract, according to which the work of this contract is to be done.

Both plans and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for in the plans and not specifically mentioned in the specifications, or described in the specifications and not particularly shown on the plans, is to be regarded as included under this contract the same as if fullyset forth in the specifications and exhibited on the plans. Where figures or definite demensions are given on the plans or in the specifications, these shall have precedence over dimensions taken byscaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or plans, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, theEngineer shall decide as to the true intent and his decision shall be final and binding.

Article 9. Alterations.

It is agreed that the City shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and that its exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added to or subtracted from the contract sum cannot be agreed upon in

advance, the cost of the work thereby added or omitted shall be estimated by the Engineer, and the amount so ascertained shall be added to or deducted from the contract sum provided for in Article 12 herein. In case of dissent from the said estimate by either party, the question of the fair amount to be added or omitted shall be referred to three disinterester arbitrators, one to be appointed within ten days by each of the parties and the third by the two thus chosen. In case the two arbitrators first appointed shall fail to agree upon the third arbitrator within ten days, then either of the parties hereto, or both together, may request the Judge of Superior Court of Allen County, Indiana, to appoint said third arbitrator. The decision of any two of said arbitrators shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

Article 10. General Stipulations.

It is agreed that the following general stipulations shall define certain relationships which shall be taken to exist between the parties hereto and shall specify certain conditions under which the contract is to be fulfilled.

Definition of Terms

Whenever the term "City" is used herein, it shall be understood to refer to the City of Fort Wayne, Indiana, or to its properly authorized representatives, or whenver the terms "Mayor" "Board of Public Works", "City Clerk," or "City Attorney" are used, they shall be understood to refer to the Mayor, or Board of Public Works, or City Clerk, or City Attorney of the said City.

Whenever the term "Engineer" is used, it shall be understood to refer to the Engineer placed by the City in supervisory charge for the City of the work covered by this Contract, or to his properly authorized representatives.

Whevever the term "Contractor" is used herein, it shall be understood to refer to the party contracting to perform the work to be done under this contract, or to his legal representatives .

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have authorith to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work but the Contractor shall provide such labor and assistance as the Engineer may require in setting the same. Nowork shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligations to fully meet all the requirements of his contract. Such inspection may cover any or all parts of the work, and may extend to ahdinclude the preparation of manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not in the judgment of the Engineer, be equal to the requirements of the plans and specifications, may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Working Schedule

Within ten calendar days after the contract is ratified, the Contractor shall submit to the Engineer a proposed program, or schedule of construction operations showing clearly just how he proposes to conduct the work so as to bring the contract to fulfillment by the date of completion stated. This schedule shall outline the proposed sequence of construction operations, the rates of progress and the status of the work at definite dates.

In general, it is the intention and understanding that

the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the methods of accomplishing the required results, except as some particular sequence or method may distinctly be demanded by the plans and specifications or by the express provisions of this agreement. The Engineer may, however, make such reasonable requirements as may, in his judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Photographs

The Contractor shall furnish during the term of this contract progress photographs of the work together with the negatives. These shall be furnished at an average rate of two per week, on e from each of two viewpoints. The Engineer will establish the position of the viewpoints and the Contractor shall erect observation towers of timber or light steel framework with platform not less than 6 feet square at an elevation not below El. 810 at each of these points. Each tower shall be provided with a safe ladder and shall be securely wind braced. One photograph per week shall be taken from each such viewpoint.

All prints shall be entitled "City of Fort Wayne, Indiana, Water Works Improvements, Anthony Blvd. Dam and Pmuping Station. Contract No. 14" the date and serial number shall be prominently displayed in the lower right-hand corner.

The photograph shall be $7\frac{1}{2}$ by $10\frac{1}{2}$ inches over all with a $1\frac{1}{2}$ inch hinged binding edge on the short left side. They shall be glossy finish and mounted on a cloth back suitable for Binding. Two prints of each negative shall be furnished to the Board of Public Works and one print to each of the Engineers. The Contractor shall have the privilege of obtaining as many prints as he desires at his own expense.

Protaction Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, red lights, and other protective devices as will effectually prevent any accident in consequence of his work; and he shall be liable for his accidents and damages occasioned in any way by his acts or neglect, or by the acts

or neglect of his agents, employees or workmen.

Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Responsibility for Adjoining Structures

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, street and steam railroads, poles and other surface structures and all water mains, sewers, gas mains and other underground services and structures along or near the work which may be affected by any of his operations, and shall indemnify, defend and save harmless the City against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations. Damaged structures shall be repaired or replaced to the condition at the time of damage. Such repair or replacement shall be made by the Contractor or by the owner of the structure as directed by the Engineer.

Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and shrubbery, which he is not authorized by the Engineer to remove, from injury by workmen, teams or other agencies connected with the work. All trees liable to suffer damage shall be surrounded with protective posts or fencing before construction work begins. In no event shall the Contractor destroy any trees without the approval of the Engineer.

Storage of Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted directly by the City or by other contractors in the City's employ. The unloading, transporting and storing of construction materials and equipment must be so carried out so as not to interfere any more than may be necessary with the ordinary traffic on streets or public ways.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the ordinances of the City of Fort Wayne and the State of Indiana, relating to the employment of labor on public work and regulating or applying to public improvements.

Sunday and Night Work

No Sunday work shall be d ne except in case of emergency or to protect from damage or injury any work that has already been done; and then only with the written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

Patents and Patent Rights

The Contractor shall protect and save the City harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Permits and Regulations

The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers due and sufficient notice shall be served upon those so affected.

Advertising

All advertising privileges shall be retained by the City and no signs, posters or advertisements of any description shall be placed on the premises without consent of the City.

Sanitary Regulations

The Contractor shall at all times provide for his employees an abundant and convenient supply of drinking water, taken from some safe and wholesome source, and shall give orders against the use for drinking purposes of any water in the neighborhood known to be prejudicial to the health of the men.

The Contractor shall provide at convenient points properly secluded from observation, a sufficient number of toilets, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and condition of maintenance of these toilets must at all times be such as will meet with the approval of the Engineer.

Employment of Fort Wayne Labor

In the employment of labor on this contract preference shall be given, wherever possible, to married tax-paying residents of the City of Fort Wayne.

Workmen's Compensation

The Contractor shall comply with the provisions of the Indiana Workmen's Compensation Act, and he shall furnish to the City a certificate from the Industrial Board of Indiana certifying to such compliance.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained, or allowed upon the work, Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without consent of the Engineer.

Relation to Other Contractors.

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. In case of conflict with the work of other contractors, the Engineer shall decide which contractor shall cease work for the time being and which shall continue, or whether the work both contracts shall continued at the same time, and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of

interest which may arise between this contractor and other contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

Water Supply for Construction Purposes

Water for the mixing of concrete, tamping of backfilling and for other strictly constructional purposes may be secured from any source suitable, in the judgment of theEngineer, for the purpose intended, but the Contrctor shall insure that any such water not specifically approved for drinking purposes shall not be available for such use. The Contractor shall provide all pipe lines and pumping and other equipment required to convey the water from whatever source taken to the point of use.

Property Rights in Surplus Materials

All excess materials excavated during the progress of the work which shall remain after all backfilling and gradding has been done shall be considered to be the property of the City and shall be delivered by the Contractor on the site under direction of the Engineer.

Cleaning Up

Upon completion of the actual work of const uction the Contractor shall clean up and leave in neat condition all the premises he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises, all surplus excavated material, debris and rubbish and all unused materials, together with all tools and equipment or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the work he shall repair and replace all surfaces and underground structures which may have been damaged by him during the progress of the work.

Article 11. Contractor's Obligation to Pay Bills.

It is agreed that before the Contractor shall demand partial or final estimates or payments he will furnish to the City, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, materials or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of such persons may be retained by the City from any moneys that may be due or become due to the Contractor under this agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the City.

City's Obligation to Pay Contractor

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the City shall pay to him, at the times and in the manner hereinafter stipulated, the following named contract sum: Two Hundred Thirty Eight Thousand, Seven Hundred Seventy eight and 76/100 Dollars ($238,778.76) Such contract sum shall be increased by such s ms for extra work as may have become due and payable to the Contractor under the provisions of Article 2 herein and modified by such s ms as may be determined and calculated as l'quidated damages or benefits under the provisions of Article 5 and modified by such sums as may be determi ed by reason of any alterations which may have been made in the work under the provisions of Article 9 herein.

At about the close of each month during which satisfactory progress has been made toward the finnal completion of the work the Engineer will make an estimate of the amount and value of the work which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement, or with exactness, but may be made either wholly or in part by appraisement or estimation, or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the Board of Public Works, the City will pay to the Contractor, on account, a sum equal to eighty per cent (80%) of the amount of such estimate; except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of Article 2 of this agreement on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and not merely an addition to it.

No allowance will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work, except that seventy-five per cent (75%) of theinvoice price of reinforcement steel, cast iron water pipe and special castings,

cast iron water valves, Tainter gates, and shalar stone, stored on the ground to be installed later, may be included as an item in progress estimates.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the City shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the Engineer will make a final inspection of the wrok as a whole, and will make up a final estimate of the total amount due the Contractor under the terms of this agreement. Upon the acceptance of the completed work by the Board of Public Works, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the City may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work, in accordance with the provisions of Article 11 herein. The Contractor shall file with the City a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file, in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By WM. J. HOSEY, Mayor
By Jean Hosey, Secretary

Approved:

WM. J. HOSEY, Mayor
By Jean Hosey, Secretary

BOARD OF PUBLIC WORKS:

John C. Trier
C. A. Ramsey

Attest:
Scott S. Snyder, Secretary

Approved as to form and execution:

WM. FRUECHTENICHT, City Attorney

CONTRACTOR

Charles R. Wermuth & Sons, Inc.

By A. C. Wermuth, Pres. Treas.

WITNESSES

E. M. Curry

John Dehner

Be it ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That the foregoing contract made and entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and Charles R. Wermuth & Son, of the County of Oakland, State of Michigan, and the City of Birmingham, covering Contract No. 14 for the construction of the Anthony Boulevard Dam and Pumping Station, in connection with the Water Works Improvement, which

contract is more fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

AUGUST WEISENBURGER

(Ayes 14-Nays 1)

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WE HEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of March, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1718

M. L. BURNS' President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of March, 1933

LEONARD E. PRANGER, City Clerk

Approved this 25 day of March, 1933

WM. J. HOSEY, Mayor

GENERAL ORDINANCE NO. 1719

An Ordinance amending Sections, 1, 2, 3, 4, 8, 19 and 21 of General Ordinance No. 1660 passed by the Common Council of the City of Fort Wayne on April 12, 1932.

Be ir ordained by the Common Council of the City of Fort Wayne, Indiana:

Section 1. That section 1 of said General Ordinance No. 1660 be amended to read as follows:

Section 1. Definitions.

(a) A taxicab, as the term is herein used, means a motor vehicle while being used for the performance of a contract for the transportation of a passenger or passengers for hire, to and from points chosen or designated by the passenger or passengers, and running over any availablr route between said points; but not at the time being operated over or along a definite, advertised, announced or substantially fixed route, from, to or between definite or substantially fixed terminals, locations or districts, or according to substantially fixed or announced times or intervals of arrival or departure.

(b) Permit, as the term is herein used, shall mean a permit for the operation of taxicabs in the City of Fort Wayne, issued upon the approval and by the order of the Board of Public Safety of said City.

(c) Taximeter, as the term is herein used, shall mean a mechanical instrument or device by which the charge for hire of a taxicab is mechanically calculated and upon which such charge shall be indicated by means of figures.

(d) Governor, as the term is herein used, shall mean a mechanical device affixed to a taxicab by which device the maximum speed at which such taxicab can be driven can be regulated and fixed.

Section 2. That Section 2 of said General Ordinance No. 1660 be amended to read as follows:

Section 2. Permit.

It shall be unlawful for any person, firm or corporation to operate or cause to be operated any taxicab in any public street, avenue, court, alley, highway or public place in said city of Fort Wayne without first applying for and obtaining a permit therefor from the Board of Public Safety of said City, without first filing with the Clerk of said Board of Public Safety a bond, undertaking or contract of liability insurance, and obtaining the approval thereof, and without first paying the fees prescribed and obtaining license plates, all as hereinafter more specifically provided, nor shall any such taxicab be operated without being equipped with a taximeter nor except at the rates hereinafter prescribed. No permit shall be granted except as hereinafter provided by this ordinance.

Section 3. That Section 3 of said General Ordinance No. 1660 be amended to read as follows:

Section 3.. Application for Permit.

Any person, firm or corporation desiring to use, operate or drive any motor vehicle as a taxicab in or upon any public street, avenue, court, alley, highway or public place within the corporate limits of the City of Fort Wayne shall file an application for a permit with the Clerk of the Board of Public Safety of said City, upon a form which said Board shall provide without charge to all applicants. Said application shall contain the name of the applicant, his or its place of business, residence, if in Fort Wayne, the length of such residence, age, if an individual, whether or not previously engaged in the business of transporting passengers for hire, and if so the length of such previous experience, the number of taxicabs which the applicant desires to use, operate or dirve, and such other information as said Board of Public Safety may require.

Section 4. That Section 4 of said General Ordinance No. 1660 be amended to read as follows:

Section 4. Issuance of Permit

With the application provided for in Section 3 hereof the applicant shall file in triplicate a list of the motor vehicles intended to be operated as taxicabc, together with the bond, undertaking or contract of insurance hereinafter provided for. Said list shall contain the make, motor number, state license number and seating capacity of each motor vehicle to be operated by the applicant. The Board of Public Safety shall first determine if public convenience and necessity require the granting of any such application. In determining whether public convenience and necessity require the granting of such application, said Board of Public Safety shall, in addition to any other pertinent facts, take into consideration the number of taxicabs for which a permit is being sought, the number of taxicabs for the operation of which permits have theretofore been granted by said Board and also the service then furnished by all transportation agencies then existing in said City. Said Board of Public Safety shall have full discretion in the granting of any such application and in exercising such discretion it may grant or refuse to grant any such application or it may grant a permit for the operation of a lesser number of taxicabs than is stated in such application, provided, however, that the total number of taxicabs which may be permitted to be operated at anh one time in said city of Fort Wayne shall not exceed one (1) taxicab for each Two Thousand (2000) inhabitants in said city, the number of such inhabitants to be determined according to the last United States Official Decennial Census. All taxicabs for the operation of which a permit shall be granted by this ordinance should be equipped with two doors or each side, provided, however, that the foregoing

provision shall not apply to any vehicle now or heretofore operated as a taxicab and for the operation of which vehicle a permit has been granted by the City of Fort Wayne, it being the intention of this ordinance that all vehicles hereafter acquired for and used as taxicabs, whether as replacements of existing vehicles or otherwise, whall be so equipped with four (4) doors. Upon the granting of any such application and the approval of the bond, undertaking or contract of insurance as herein provided for, said Board of Public Safety shall issue to the applicant a permit for the operation of such number of taxicabs as shall be so approved by said Board authorizing said applicant to operate such number of taxicabs in the City of Fort Wayne and shall file with the Controller of said City a copy of said list of motor vehicles to be operated as taxicabs together with the permit granted and the bond, undertaking or contract of insurance filed at the time of application. Upon the filing by the Board of Public Safety with said Controller of a copy of the list of motor vehicles together with such permit and bond, undertaking or contract of insurance said applicant shall pay to the Controller a fee of Ten Dollars ($10.00) for such permit and a license fee of Fifteen Dollars ($15.00) for each motor vehicle listed, if payment be made before July 1 of any calander year, and a license fee of Eight Dollars ($8.00) for each motor vehicle if payment be made after July 1 of any year. Every permit issued under the provisions hereof shall expire on December 31 of the year in which it is issued. Renewal permits shall be applied for and issued in the same manner as original permits, and for each renewal permit a fee of ten Dollars ($10.00) shall be charged and paid to the Controller of said City and a license fee of Fifteen Dollars ($15.00) for each motor vehicle listed.

Section 5 That Section 8 of said General Ordinance No. 1660 be amended to read as follows:

Section 8. Taximeters, Rates and Governors.

(a) Each taxicab for the operation of which a permit shall be granted shall be equipped with a taximeter and no vehicle shall be operated as a taxicab in the City of Fort Wayne unless so equipped.

No taximeter shall be used on any taxicab which shall be in such condition as to be more than five per cent (5%) incorrect. The Board of Public Safety of the City of Fort Wayne shall prescribe rules and regulations governing the installation, use and testing of taximaters and the inspector of weights and measures of said City shall inspect and examine such taximeters. After sundown and until sunrise the face of every taximeter shall be illuminated by a suitable light so arranged as to throw a steady light thereon.

(b) The following rates shall be charged for the carrying of passengers by taxicabs in the City of Fort Wayne:

For the first two miles or any fraction thereof	$ .25
For each additional half mile or fraction thereof	.05
For each three minutes of waiting time or fraction thereof. . .	.05

Waiting time shall include the time when the taxicab is not in motion, beginning with the arrival at the place to which ti has been called, or time consumed while standing at the direction of a passenger but no charge shall be made for time lost for inefficiency of the taxicab or its operator or time consumed by a premature response to a call, or for traffic delays. Any number of passengers, not exceeding four (4) shall be carried from the same point of origin to the destination for one (1) fare and for each passenger in excess of four (4) an additional fare shall be charged and collected. No passenger shall be admitted to any taxicab when the same is occupied or in the service of a passenger or passengers.

It shall be unlawful for any person, firm or corporation owning, operating or controlling the operation of any taxicab to charge or collect a lesser fare than that hereby prescribed. Each taxicab shall have posted in a conspicuous place, in letters of legible size, a shhedule of the rates of fare provided for by this ordinance.

(c) Within 30 days after the taking effect of this ordinance it shall be unlawful to operate any taxicab in the City of Fort Wayne unless such taxicab shall be equipped with a governor so regulated and affixed to such taxicab as effectively to prevent such taxicab from being driven at a greater speed than thirty-five (35) miles per hour and it is hereby made the duty of every owner and operator of every such taxicab to keepsuch governor in good working order at all times that such taxicab is being operated. Itshall be unlawful for any person to tamper with any such governor so as to prevent such governor from effectively limiting the speed of any such taxicab to thirty five (35) miles per hour.

Section 6. That Section 19 of said General Ordinance No. 1660 be amended to read as follows:

Section 19. Taxicabs Prohibited from Parking Except in Designated Places.

It shall be unlawful for the driver of any taxicab to stand or park such taxicab upon any street, avenue, alley, court, highway or public place in the City of Fort Wayne other than at a taxicab stand, except that this provision shall not prevent the driver of any such taxicab from temporarily stopping in accordnace with other stopping or parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers.

Section 7. That Section 21 of said General Ordinance No. 1660 be amended to read as follows:

Section 21. Penalties.

Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not exceeding One Hundred Dollars ($100.00) to which may be added imprisonment for a period of not exceeding theirty (30) days. Upon the

second or subsequent conviction of any person, firm or corporation for violation of any of the provisions of this ordinance, the court, in addition to imposing a fine or imprisonment pursuant to the provisions of this ordinance shall immediately revoke the permit for the operation of any taxicab or taxicabs then held by the person, firm or corporation so convicted or the permit granted to the person, firm or corporation whose employee, licensee or bailee shall have been so convicted.

Section 8. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

J. J. PERREY
CHARLES LENZ
CHARLES F. HESS

The Ordinance was read the first time in full and on motion the Ordinance was read the second time by its title and referred to the Committee on Rules, Regulations and Ordinances and Streets and Alleys.

The Ordinance was read the third time in full and on motion was now passed by the following vote: Ayes 10-Nays 5

THIS ORDINANCE HAS BEEN DULY PUBLISHED IN BOOK AND PAMPHLET FORM AS REQUIRED BY LAW

WHEREBY CERTIFY, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 14 day of March, 1933, by a majority vote of all members elect, did pass the ordinance hereunto attached, and known as GENERAL ORDINANCE NO. 1719

M. L. BURNS, President LEONARD E. PRANGER, City Clerk

Presented to the Mayor for approval on the 17 day of March, 1933.

LEONARD E. PRANGER, City Clerk

Approved this _____day of_____, 19____

_____, Mayor

MAYOR'S COMMUNICATION

March 28, 1933

I have not approved General Ordinance No. 1719 for the following reasons:

1. This ordinance is an amendment of General Ordinance No. 1660 passed April 12, 1932, and General Ordinance No. 1660 was a substitution for General Ordinance No. 748 passed September 12, 1916.

On April 2, 1932, I addressed a communication to you, advising you then of my objections to General Ordinance No. 1660.

This amendment known as General Ordinance No. 1719 is ob-

jectionable for the reason that it limits the number of taxicabs. At no time under our present population can there be more than fifty-seven cabs and as many less as the Board of Safety sees fit to permit to operate under the terms of this ordinance. The Board of Safety has absolute power under the terms of this Ordinance to limit the number of cabs down to zero, but at no time are they permitted to license more than fifty-seven and they are likewise permitted to eliminate and refuse to license taxicabs in any way whatsoever.

This amendment known as General Ordinance No. 1719 is objectionable for the reason that it is not an ordinance regulating the operation of taxicabs, but is rather an ordinance prohibiting at least in a large degree the operztion of taxicabs by drastically limiting the number of fifty-seven and restricting the operation entirely to the discretion of the Board of Public Safety.

Now, gentlemen, let us be brief and to the point. My understanding and I was led to believe that these ordinances which have have been enacted from time to time were intended to be regulatory ordinances relative to the operation of taxicabs, and not ordinances that would so restrict them in numbers as to make the operation of taxicabs on our streets a matter of littel or no concern to the travelling public, or as the ordinance provides the Board of Safety may entirely restrict the operation of taxicabs.

This, gentlemen, I repeat is not an ordinance regulating traffic or taxicab service on our streets. It is foreign to the idea or intention as originally intended to regulate taxicab traffic. It actually prohibits it. Recently, however, our local street railway company has come into the picture and it is now apparent that the operation of taxicabs in present or other numbers, or possibly at all, is very unsatisfactory to that company. It is well that this fact shall be fully known.

My object is cooperating with you in legislating a proper regulatory ordinance was to give the people of Fort Wayne a larger and better mode of local transportation than is afforded by the street railway company. In other words, to give the travelling people of our City over our streets a bigger and better and more complete transportation system. I have never had in mind the regulation of or the operation of taxicabs was to be used in any way to unfairly or illegally interfere with the operation of our street cars.

My observation in many other cities is that street railways and taxicab service are jointly run to afford methods of transportation which is in great demand in those cities as well as in our own.

I can see no reason why the restriction of taxicab service in our City, which is not a strictly competitive or similar service to the traction company system, should be regarded as destruc-

tive to the said street railway transportation system. I am ready to cooperate in adjusting and reconciling, for the benefit of the travelling public of our City, a system of transportation made up of both taxicabs and street railway service that will be much more satisfactory and better than what it now is. I want to repeat, that that has been my idea in view all of the time. I do not propose to confuse the issue or to waster time discussing details about the taxicab traffic, as to whether meters or governors shall be on them or whether they have two or four doors, those are matters of minor consequence. But I do still maintain that our City needs cannot be adequately served by limiting public transportation for hire on our streets to street car service alone

Now, gentlemen, I believe I have stated the case and I repeat in conclusion that I am ready and willing to cooperate in adjusting any matter that ought to be fair and satisfactory to the people interested in taxicabs and in the street railway service and the travelling public, who are the ones that we must always keep in mind.

Respectfully,

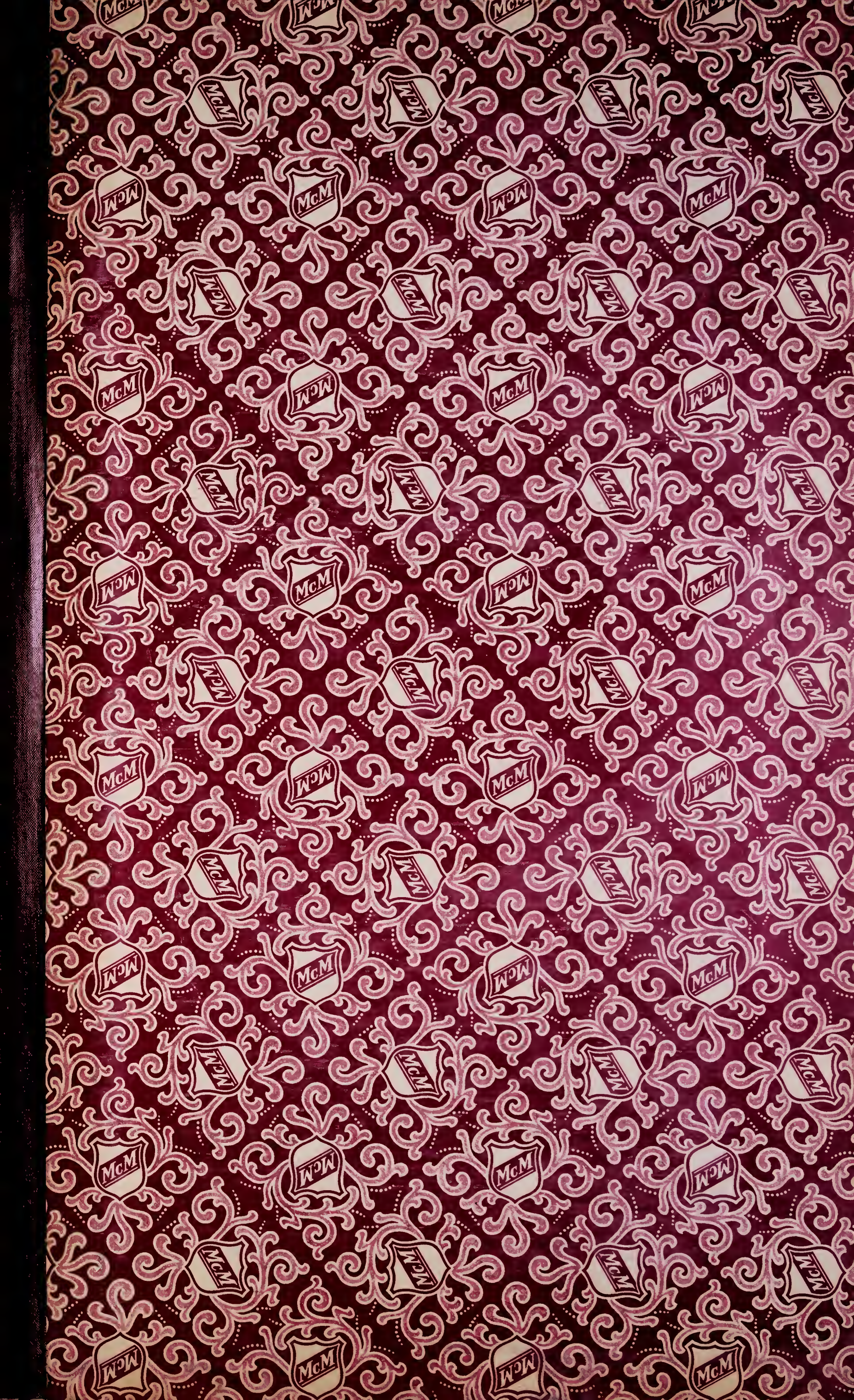
Wm. J. Hosey

Mayor

The following vote taken over the mayor's veto March 28, 1933 and Ordinance lost Ayes 8-Nays 7

1647

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